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*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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CURRENT TOPICS.

IT IS GENERALLY understood that the Judges of the Chancery Division have signified their willingness to accept a transfer of the company winding-up business to their division, and it may probably be assumed that this transfer will be carried into effect before the commencement of the next sittings.

THE NEW Master of the King's Bench Division, Mr. GRANVILLE SMITH, like his predecessor, Mr. JOHNSON, is a solicitor, and, like him, will be the only representative of that branch of the profession among the Masters of this Division. Mr. SMITH was articled to Mr. WILLIAM SMITH, of Dartmouth, and subsequently to Messrs. F. J. & G. J. Braikenridge, of 16, Bartlett's-buildings, Holborn, London. He was admitted in 1882, and practised for ten years in Leadenhall-street, but in 1895 entered into partnership with Mr. EDWARD COLEMAN, carrying on business under the firm of Granville Smith & Co., the present offices of the firm being at 12, King William-street, E.C. It is understood that Mr. SMITH has not only had great practical experience in all branches of a solicitor's work, but also has long held very definite views with reference to the taxation of costs. He commences his new duties on Monday next.

IT WILL be seen from the report we print elsewhere that a Divisional Court has refused to disturb the decision in *Re An Application under the Solicitors Act*, 1843 (47 W. R. 575), that the Incorporated Law Society, as the Registrar of Solicitors, is not bound, under section 23 of that Act, to issue a certificate to a solicitor who is an undischarged bankrupt, and that the court will not interfere with the discretion of the registrar. The question will now, we suppose, have to come before the Court of Appeal.

IN THE COURSE of the trial of an action for damages for false imprisonment at the Manchester Assizes, a warder, who gave evidence, was asked on what grounds he based the statement in the calendar with reference to the degree of education of a prisoner—Did he examine the prisoner as to his attainments?

The warder replied that he did not; he judged by the appearance and calling of the prisoner. In such a case as the present, where the prisoner was a carman, he would describe his education as "imperfect"; but if the prisoner was *a doctor or a solicitor* he would state his education as "fair"! Thereupon Mr. Justice WILLS drily remarked that in the past he had given some attention to the description of the education of the prisoners contained in the calendar, but in future he should abstain from doing so.

THE UNSATISFACTORY nature of affidavit evidence on a question of fact is proverbial, and if a judge cannot see a witness in the box, he ought at least to know his status and position in life in order to give due weight to his evidence. In a winding up case before FARWELL, J., recently, a gentleman applied to have his name struck off the list of contributories. His application was supported by an affidavit in which the deponent described himself as "late director" of the company. FARWELL, J., in dismissing the application, referred to this as a totally inadequate description. He said it gave him no clue whatever to the present position of the deponent, or his capacity for making the affidavit. The description of the deponent is an important element in an affidavit.

THE PROCEEDINGS, which are reported elsewhere, at the Court of Common Council of the City of London on the petition from bankers and merchants asking the City Corporation to use its influence to bring about a postponement of the application of the Land Transfer Act, 1897, until an independent inquiry into its working had been held, will be read with much interest. It was decided that the Law and City Courts Committee should wait upon the Lord Chancellor, without delay, to urge the view of the petitioners; and as it was stated that in 1897 Lord HALSBURY gave the Recorder a written undertaking that the Act would not be extended to the City without first consulting the citizens, it may be hoped that he will see his way to assent to their present request. But the most interesting matter which transpired was the excellent letter from the President of the Incorporated Law Society which was read, stating that the Council of the society are convinced that the system of compulsory registration of titles ought not to be extended to the City of London without inquiry; that they will cordially support the action of the City Corporation; that the resolution on the subject passed at the Oxford meeting had been referred to the Land Transfer Committee of the Council, and that their report will be in favour of an open and public inquiry into the working of the Act. The sooner this report is issued the better; but every solicitor will feel it a pleasant surprise to learn that the Council have all this time, in the sacred seclusion of their chamber, been at work on the subject. The mole, although a very active animal, never obtains proper credit for his underground operations.

THE DECISION of the Court of Appeal last week in *Warren* v. *Brown* (*ante*, p. 50) is of too great importance to be adequately dealt with in a note, and we propose to consider it more fully hereafter. But it may be pointed out that it denies the distinction between the acquisition of a right to ordinary light and a right to extraordinary light on which the judgment of WRIGHT, J. (44 W. R. 206; 1900, 2 Q. B. 722), which was under appeal, was founded, and which is recognized in several authorities. In particular, in *Dickenson* v. *Harbottle* (28 L. T. 186) MALINS, V.C., said that in the absence of twenty years' extraordinary use, no right is acquired to more than "the ordinary quantity of light necessary for the ordinary purposes of life." But though the amount of light to be allowed as necessary for any particular purpose may depend upon what would ordinarily be required for that purpose, yet the Court of Appeal appear to have rejected the notion that the extent of the right is to be restricted to what may be regarded as ordinary purposes unless more has been used for twenty years. Regard must be paid to the actual light coming to the window, and the dominant owner is entitled to so much as he is actually using, whether for ordinary or special purposes, at the date of the obstruction complained of. In *Warren* v. *Brown* a factory was used for part of the twenty years during which the windows were acquiring a right to light for the manufacture of boots and shoes, and then for hosiery. The light coming to the windows was more than enough for the former purpose, and was sufficient for the latter purpose, which required special light. An alteration of the neighbouring buildings reduced the amount so that the manufacture of hosiery was interfered with, but there would have been still enough light for boots. WRIGHT, J., held that the factory owner had still all the light that he was entitled to, since he had not used the extra light for the full period of prescription. But the light was there all the time, whether he wanted it or not, and so soon as he required it for a reasonable business purpose he was entitled to it. Hence the Court of Appeal reversed the judgment of WRIGHT, J. The result increases the burden of the easement of light on the servient tenement, a burden which has been a good deal criticized; but as we have intimated, further comment is better left till the matter can be discussed more at large.

THE DECISION of the Vice-Chancellor of the Lancaster Palatine Court in *Re Webster and Jones' Contract* (reported elsewhere) proceeds upon the principle, which may be taken to be now well-established, that the scale fees under the Remuneration Order are not chargeable unless work corresponding with the matters for which they purport to be allowed is in fact done. Thus it was held by the Court of Appeal in *Re Lacey* (25 Ch. D. 301) that where a purchaser, who was bound to pay the vendor's costs, dispensed with delivery of an abstract of title, he was not liable to pay to the vendor's solicitor the scale fee for deducing title and perusing and completing conveyance. An essential part of the work covered by the fee—namely, deducing title—had not been done. Hence the scale did not apply, and the work which had been done was to be paid for under the old system as modified by Schedule II. to the order. "In my opinion," said COTTON, L.J., "the rules do not authorize the charging the percentage there mentioned, unless the work there mentioned as being the work for which it is chargeable has been in substance done"; and similarly LINDLEY, L.J., said: "I think that the 30s. per cent. can only be charged in the case provided for—viz, where substantially the whole of the work mentioned—*i.e.*, deducing the title, and perusing and completing the conveyance, is done." The same principle was the basis of the decision of KEKEWICH, J., in *Re Wellby and Still* (43 W. R. 73; 1894, 3 Ch. 641), where, upon a mortgage of leaseholds, a mortgagor's solicitor charged the scale fee for deducing title, &c. In fact all that he had done in respect of the title was to supply the mortgagee's solicitors with a statement of the dates and particulars of the leases and a form of the covenants. The mortgagor was himself the lessee and there was thus no title to deduce. Under these circumstances, KEKEWICH, J., held that the scale fee did not apply. "The Legislature," he said, "could not intend that a solicitor could be said to deduce title when he simply hands over the lease under which his client holds the property. Producing the lease is not equivalent to deducing title." The present case was not quite identical. The vendors of leasehold property had agreed to deliver an abstract of title commencing with the lease, but the abstract, when delivered, consisted only of an abstract of the lease. HALL, V.C., following the decision of KEKEWICH, J., with which he agreed, held that there was no deduction of title, and consequently that the scale fee did not apply. The circumstance that the agreement stipulated for delivery of an abstract of title hardly seems sufficient to outweigh the fact that there was no title to deduce. Apart from authority, however, it would not have been difficult to read "deducing title" as equivalent to "establishing title," and then apparently the result would have been different.

THE UNUSUAL system of issuing cheques which was adopted by the Cheque Bank (Limited) has led to an interesting decision, in the course of the liquidation of the bank, as to the meaning to be given to the term "outstanding cheques." Ordinarily, of course, an outstanding cheque is one which has been filled up

and delivered to another person by a customer having an account at a bank; the term would not include blank cheques or a cheque drawn in favour of the customer himself and retained by him, for until presentation no right whatever arises upon it. It was, however, the well-known peculiarity of the Cheque Bank system, that cash was said to be retained by the bank to meet the maximum amount for which cheque books were issued, this being effected by marking every cheque with the maximum for which it could be filled in, though it might be filled in for any smaller amount. And as security for due payment, the trust deed of the bank charged the uncalled capital with payment of the total amount, not exceeding £100,000, of the cheques which should be "outstanding" at the time when the security created by the trust deed became enforceable. This charge was preceded by a recital that the bank issued cheques to customers on the footing that the amount for which each cheque was filled up should be held by the bank until the cheque was presented for payment. WRIGHT, J., held that the words "filled up" in this recital referred to the maximum amount marked by perforation on each cheque when it was issued, and it was not a difficult deduction that, upon the issue of any cheque book, the total amount which it represented was forthwith secured by the trust deed. Hence all the cheques in the book not presented for payment and paid ranked as "outstanding cheques," whether they had been filled in and signed by the customer or not, and all such cheques were entitled to the benefit of the security. But a different point arose where cheques had been filled up for less than the maximum amount, so that the cheque book was exhausted but an amount still remained to the credit of the customer at the bank. It seems a hardship that such customers should be in a worse position than customers who have abstained from using their cheques, but WRIGHT, J., held that, since they had nothing which could be called "outstanding cheques," their security was gone. They had exhausted their cheques without exhausting their accounts, and a balance at the bank, though it gave a right to call for a new secured cheque book, was not itself equivalent to a cheque book.

IN THE CASE of *Hall* v. *Fairweather*, decided last week by a Divisional Court, a novel point of county court practice arose, presenting many points of difficulty which it cannot be said the judgment in the case have entirely removed. The facts appear to have been as follows: Two co-plaintiffs brought an action against a defendant, who at the trial admitted the plaintiffs' claim, but subject to his counterclaim against one of the plaintiffs. The county court judge heard the evidence as to the counterclaim, but without giving a decision on the merits, entered judgment for the plaintiffs upon it, on the ground that where there are two joint plaintiffs and the counterclaim fails against one, it fails against both. The learned judges in the Divisional Court allowed the appeal, on the ground that, as the judge had heard the case and had all the parties before him, he ought to have adjudicated upon it. But they expressed great doubt whether a defendant can of right have a counterclaim tried against one of two co-plaintiffs. It is difficult to see upon what principle a defendant ought be debarred from setting up a counterclaim in such a case. That he can set up separate counterclaims against each co-plaintiff has been decided: *Manchester, Sheffield, and Lincolnshire Railway Co.* v. *Brooks* (2 Ex. D. 243). There is also clearly, by ord. 10, r. 8, of the County Court Rules, a right given to a defendant to establish a counterclaim against one of two co-plaintiffs where the other has been improperly joined. The corresponding R. S. C. ord. 19, r. 3, gives the court a discretion to refuse the defendant permission to avail himself of his right if the counterclaim cannot conveniently be disposed of in the action, but the county court rule contains no such limitation. Ord. 10, r. 8, was perhaps made to prevent a plaintiff avoiding a just counterclaim by joining with him a nominal plaintiff. It is difficult to see what embarrassment could be caused to a plaintiff by such a counterclaim against his co-plaintiff, at any rate where, as in the case under notice, the claim is admitted. The rules as to counterclaim were certainly framed with a view to having all questions at issue between the parties disposed of at the same time. Ord. 10, r. 2, of the County Court Rules gives a defendant in an action the right to counterclaim against the claim of the plaintiff in respect of any right or claim, and, provides that such counterclaim shall have the same effect as a cross-action, so as to enable the court to pronounce a final judgment in the same action, both on the original and cross-claim. Again, ord. 14, r. 2, provides that no action or matter shall be defeated by reason of the misjoinder or nonjoinder of parties, and the judge may order parties improperly joined to be struck out at any stage of the proceedings. It is submitted that in this case the right course for the judge to have taken, was to have treated the co-plaintiff as a party improperly joined, so far as the counterclaim was concerned, and given judgment upon the counterclaim against the other. It should also be noticed that the judge has, by ord. 22, r. 16, which was not referred to before the Divisional Court, ample power to control any attempt by a defendant to abuse his right to counterclaim, since if the court thinks it can be better disposed of by an independent action, he can order the counterclaim to be excluded.

THE HEAD-NOTE of *Lowe* v. *Adams* (1901, 2 Ch. 598)—"A verbal notice to determine a right to shoot pheasants, enjoyed from year to year at an annual payment, was given early in March for the 25th then instant, being the end of the current year: Held, that the notice was reasonable"—is remarkably concise, and some further account of the facts is required in order fully to appreciate the point raised. The action was brought to restrain the defendants from interfering with rights of sporting over a property called White Ash Wood, in the parish of Bocking, Essex. The defendants contended that they were still entitled to the right of sporting, inasmuch as they had not received from the landlord a reasonable notice of the revocation of the right. The defendants claimed under an agreement in writing, but not under seal, dated the 14th of May, 1895, by which the owner of the property let to them all the shooting in White Ash Wood, and the pheasant shooting within the adjoining fields of the wood, for the term of one year from the 25th of March, 1895, to the 25th of March, 1896, at the rent of £23 per annum, payable half-yearly, the landlord to pay all outgoings—namely, tithes, rates, and taxes. This rent was subsequently, by agreement, reduced to £21 per annum. After the lapse of the year—namely, from Lady Day, 1896, down to 1891—the defendants continued to enjoy the right of shooting over the wood and paid the annual rent. In February, or at the latest early in March, 1891, the landlord gave the defendants oral notice that the arrangement was revoked as from the 25th of March then next, though written notice was not given till the 23rd of March. The argument for the defendants was that, after Lady Day, 1896, they became, by virtue of their continued enjoyment of the right, coupled with the payment of an annual rent, tenants from year to year, and therefore entitled to a half-year's notice expiring at Lady Day, 1902. We cannot see that the facts, that the original agreement was not under seal, and that the earlier notice to quit was not in writing, have much to do with the case, and the sole question seems to be whether the first notice to quit was in the circumstances reasonable and sufficient. It is unnecessary to discuss the cases which have decided that the tenant of a corporeal hereditament for a year certain who continues in possession after the year has elapsed, paying the annual rent, become by implication of law tenant from year to year of the premises and entitled to a half-year's notice to quit. All these cases proceed on the ground that the half-year's notice is, under the circumstances, a reasonable notice, and this is all that the law in any case where there is no express provision can imply.

PUTTING ASIDE agreements relating to interests in land, it is not easy to collect the cases in which parties who deal with each other for an indefinite period are, in the absence of express provision, entitled to expect reasonable notice that these dealings are to terminate. The law has converted a tenant at will who pays an annual rent into a tenant entitled to half a year's notice to quit, but if a tradesman had dealt for years with a customer, receiving payment for his goods yearly or half-yearly, he might at any moment retire from business without

being under any obligation to give notice to his customer, nor would the customer be expected to give any notice that he was about to withdraw his custom. But in some transactions the law has held that the parties cannot terminate their relation with each other without reasonable notice, as in the case of agents, clerks, and servants. In the case of menial servants there is, of course, a fixed customary notice, but in the other cases it is often difficult to say what is a reasonable notice, and the question has to be decided by the jury. In *Lowe* v. *Adams* COZENS-HARDY, J., after tracing the origin of the half-year's notice, ending with the period at which the tenancy commenced, to the presence of a feeling of the justice and good policy of allowing a tenant who has sowed to reap, could not see that this rule should be applied to the enjoyment of a right of shooting. He assumed that the defendants were entitled to reasonable notice expiring at Lady Day, 1901, and held that the earlier notice to quit was reasonable, and, therefore, that the plaintiffs were entitled to the relief claimed in the action. It has been already held in *Mellor* v. *Watkins* (L. R. 9 Q. B. 400), following *Cornish* v. *Stubbs* (L. R. 5 C. P. 334), that a licensee, even under a revocable licence, must have reasonable notice of the revocation, and in the later case of *Wilson* v. *Tavener* (1901, 1 Ch. 578), JOYCE, J., in a case where there was a licence to post bills on a cottage at a yearly rent, held that a quarter's notice, terminating at the end of the year, was sufficient. The time may possibly come when contracting parties will make provision for what shall be a sufficient notice of the termination of their contract, but they seem at present to prefer to leave the courts to infer their intention from the general tenor of the agreement.

ATTEMPTS have been made in more cases than one to interpret, in the interests of the drivers of "light locomotives," the statutory regulations which govern the use of those vehicles upon highways. The regulations in question were made by the Local Government Board under the Locomotives on Highways Act, 1896, and are known as the "Light Locomotives on Highways Order, 1896." Under Article IV. (1) of these regulations a driver is not to drive "at any speed greater than is reasonable and proper having regard to the traffic on the highway or so as to endanger the life or limb of any person, or to the common danger of passengers." In *Smith* v. *Boon* (45 SOLICITORS' JOURNAL 485) a driver was convicted of having driven at excessive speed, where he had driven through the high street of a country town at a rate of about eighteen miles per hour; the conviction was upheld, although no evidence had been given to shew that any vehicle or person had been incommoded by the speed of the locomotive, and the Lord Chief Justice expressed the view that "the traffic on the highway" mentioned in the regulation meant the ordinary traffic. Cases such as *Stinson* v. *Browning* (L. R. 1 C. P. 321) and *Hill* v. *Somerset* (51 J. P. 742), as to the necessity for evidence of danger or injury to passengers, were decided upon the different language of section 72 of the Highway Act, 1835, and are no authorities for the interpretation of the regulations under discussion. These cases were, however, again relied on in *Mayhew* v. *Sutton* (*ante*, p. 51), in support of an appeal against a conviction under the regulations, for driving a light locomotive "to the common danger of passengers." It appears that at the spot where the offence was alleged to have been committed, there were no passengers except the solitary policeman on whose evidence the proceedings were taken, and it was not suggested that he was endangered. The court (Lord ALVERSTONE, C.J., and DARLING and CHANNELL, JJ.) held that no evidence of danger to individual passengers was necessary, and affirmed the conviction. To have decided otherwise would have been inconsistent with *Smith* v. *Boon*, and would have seriously impaired the efficacy of the regulations. It appears from the reports of both the recent cases referred to that the driver in each case had made himself directly amenable to a further regulation which prohibits him under any circumstances from exceeding the speed of twelve miles an hour. No contentions such as have been referred to could be raised in proceedings under this regulation, but possibly the difficulty of proving the speed in particular cases outweighs this consideration.

THE TENDENCY of the courts in modern times to uphold bye-laws made in purported exercise of a statutory power is well illustrated by the case of *Geutel* v. *Rapps*, decided by Lord ALVERSTONE, C.J., and DARLING and CHANNELL, JJ. (reported elsewhere). It is, of course, a settled principle that a bye-law must not be repugnant to the general law, and that it must be reasonable. The former principle is in fact expressly recognized in the statute, the Tramways Act, 1870, under which the bye-law in question in *Geutel* v. *Rapps* was made; section 46 of that Act enables a tramway company to make bye-laws for (amongst other things) preventing the commission of any nuisance in or upon any carriage, and contains the proviso "that such bye-laws be not repugnant to the laws of that part of the United Kingdom where the same are to have effect." A bye-law made by a tramway company prohibited swearing and the use of obscene or offensive language in or upon any carriage. In the town in which the bye-law was to have effect section 28 of the Towns Police Clauses Act, 1847, was in force, and that section prohibits the use in any street of profane or obscene language "to the annoyance of the residents or passengers." The justices declined to convict under the bye-law on the ground that, for want of the words relating to annoyance, it was repugnant to the Act of 1847. The Divisional Court has reversed this decision, holding the bye-law to be valid. They seem to have considered that the bye-law was not dealing with the same subject-matter as the Towns Police Clauses Act, and was therefore not repugnant to it. It is not, however, surprising that the justices took a different view. In *Strickland* v. *Hayes* (1896, 1 Q. B. 290), LINDLEY and KAY, L.JJ. (sitting as a Divisional Court), had to consider the bye-law of a county council, the material part of which prohibited the use of profane and obscene language in any street or public place, and relying upon the distinction already pointed out between this language and that of the Act of 1847, they held that the bye-law was invalid. It is difficult to reconcile this decision with that in *Geutel* v. *Rapps*; in fact, in the latter case the judges appear to have doubted the correctness of the decision in *Strickland* v. *Hayes*. No doubt a strong support was given to the validity of local bye-laws by the court of seven judges which (*dissentiente* MATHEW, J.) decided *Kruse* v. *Johnson* (1898, 2 Q. B. 91). But *Strickland* v. *Hayes* was there referred to in argument and was not expressly overruled, and the late Lord Chief Justice (with whose judgment the majority of the court concurred) relied to a considerable extent on the fact that the bye-law under discussion had been made under a wide power by a representative public body (a county council) which might be presumed to know the requirements of its own locality in respect of good rule and government: this consideration hardly applies to the bye-law of a tramway company. The result of the decisions is to leave the law in some doubt, but it is clear that *Strictland* v. *Hayes* must now be considered as of questionable authority.

IN THE CASE of *Master* v. *Fraser* (*Times*, 8th inst.) the Divisional Court (Lord ALVERSTONE, C.J., and DARLING and CHANNELL, JJ.) has given a decision on the right to exemption from distress in respect of workmen's tools in accordance with the ruling of Lord COLERIDGE, C.J., and MATHEW, J., in *Churchward* v. *Johnson* (54 J. P. 326). Under the Law of Distress Amendment Act, 1888, the exemption from seizure in execution conferred by section 96 of the County Courts Act, 1846, or any substituted enactment, is extended to distress; and hence, by virtue of section 147 of the County Courts Act, 1888, the wearing apparel and bedding of the tenant and his family, and the tools and implements of his trade, to the value of £5, are exempted from distress. In the present case the tenant had obtained a sewing machine on a hire-purchase agreement, and it was used by his wife for the purpose of earning money by sewing to meet the family wants and also for making clothing for herself and the family. The landlord seized it by way of distress, and it was urged that the exemption did not apply, for the two-fold reason that the machine, being only hired, did not belong to the husband; while, if it did, it was not, having regard to the manner in

which it was used, one of his tools or implements of trade. But the court had little difficulty in overruling both contentions. A man's tools, it was held, are such as he is entitled to possession of for the purpose of his trade, and it is not permissible for the landlord to set up a *jus tertii* to justify seizing them. With regard to the user by the wife, it is to be noticed that there was no question of separate property under the Married Women's Property Acts. The sewing machine was being used by the wife for the husband's purposes and to assist in maintaining the family, and it is a perfectly natural construction of the statute to treat a machine so used as an implement of the husband's trade. The right to exemption was accordingly upheld.

"ONCE A MORTGAGE, ALWAYS A MORTGAGE."

THE Court of Appeal (VAUGHAN WILLIAMS, ROMER, and COZENS-HARDY, L.JJ.) have practically overruled the distinction taken by BUCKLEY, J., in *Lisle* v. *Reeve* (49 W. R. 188), with respect to the legal and equitable right to redeem a mortgage, though, since the learned judge's decision was affirmed upon another ground, the point did not receive—in the judgments at any rate—so full a consideration as might have been desired. To understand the case it is necessary to give a short sketch of a somewhat complicated transaction. It commenced with an agreement dated the 23rd of April, 1896, by which the plaintiffs agreed to lend the defendant £3,000 and such further sums, not exceeding £2,000, as he should require, to be secured by mortgage of the steamship *Norfolk*. The further advances were only to be made within two years from the date of the agreement, and the advances were to be payable six months from the date of the mortgage; but, provided interest was regularly paid, the money was neither to be called in nor paid off for a period of two years from the date of the mortgage. Moreover, at any time within two years from the date of the agreement, the plaintiffs were to be at liberty to enter into partnership with the defendant, and in this case the £5,000 was to be the property of the defendant, who on his part was to bring *The Norfolk* into the partnership free from the mortgage. The partnership property was to belong to the plaintiffs and the defendant in equal shares, so that the effect of declaring the option would be that the plaintiffs would purchase their half share of *The Norfolk* for £5,000. If the further advance of £2,000 had not been in fact made, a sum representing the amount not advanced was, upon the option being exercised, to be paid over to the defendant. This agreement was followed on the 4th of July, 1896, by a statutory mortgage of *The Norfolk*, the mortgage being accompanied by a receipt and agreement shewing that £3,783 had then been advanced, and naming the 4th of July, 1898, as the date of payment. There was also a further deed executed under the same date—4th of July, 1896—by which the mortgagor assigned to the mortgagees the current freight and covenanted to pay the £5,000 on demand. But the variance as to the date of payment was not in the action regarded as material, these documents all forming part of one transaction, and the obvious intention being to postpone payment for two years.

It will be noticed that in the above arrangement there were two separate periods of two years. There was the period from the 23rd of April, 1896 (the date of the original agreement), to the 23rd of April, 1898, within which the option to enter into partnership was to be exercised; and there was the period from the 4th of July, 1896, to the 4th of July, 1898, for which the loan was to run. The option was not exercised, but the whole £5,000 had been advanced before the 23rd of April, 1898, and was not paid on the following 4th of July. Hence at the latter date the option of a partnership had gone, and there was no relation between the parties other than the ordinary relation which exists between mortgagor and mortgagee after the date fixed for payment has expired. Just before the 4th of July, 1898—namely, on the 27th of June—the mortgagor gave further security in respect of £2,000, part of the total advance of £5,000, by executing a mortgage of certain wharves at Norwich and Great Yarmouth, and this fixed the payment of the £2,000 for the 27th of the following December, and contained a proviso for redemption upon payment on that date. And just after the 4th of July, 1898—namely, on the 9th of that month—the parties entered into a new arrangement, and a fresh agreement was executed under which a further period of five years from the date of this agreement was allowed for the mortgagees to exercise their option of entering into partnership with the mortgagor, and this was to be upon the same terms as before—namely, that the mortgagees were to forego their claim to repayment of the £5,000, and that *The Norfolk* was to be brought in as partnership property. During the currency of this period of five years—namely, on the 24th of February, 1900—the mortgagees exercised their option to enter into partnership, and upon the mortgagor's refusal to allow them to do so they brought the present action for specific performance of the agreement of the 9th of July, 1898, or, in the alternative, for damages for breach of it, and also, in the latter case, for payment of the £5,000 and interest. The defence was that the agreement of the 9th of July constituted an illegal clog on the equity of redemption, and was not enforceable.

In the above circumstances it is clear that either two or three separate transactions are to be distinguished. The agreement of the 23rd of April, 1896, and the mortgage and other instruments of the following July formed one transaction, under which the plaintiffs became mortgagees for £5,000, when advanced, and had—supposing this were a valid stipulation—the option before the 23rd of April, 1898, of entering into partnership and buying a half share of the ship for that sum. Since this option was not exercised, no question as to its validity arose. Then there was the further mortgage of the 27th of June, 1898, to cover £2,000, part of the existing loan of £5,000, and this was followed by the agreement of the 9th of July, 1898, extending the time of payment for five years, and giving a fresh option of partnership to be exercised within that period. The judgment of BUCKLEY, J., proceeded on the assumption that these two later documents were parts of one transaction. There was thus a mortgage agreement—that of the 27th of June—accompanied by a stipulation in the agreement of the 9th of July by virtue of which the defendant would, if the plaintiffs exercised their option, lose his right to redeem. The mortgaged property would become irrevocably the joint property of the plaintiffs and the defendant. *Primâ facie* this stipulation formed a clog upon the equity of redemption, and BUCKLEY, J., would have held it to be invalid had he not sanctioned the novel distinction between a clog upon the legal and upon the equitable right to redeem which will be considered presently.

In the Court of Appeal, however, it was pointed out that there was no essential connection between the documents of the 27th of June and the 9th of July. There was no evidence, said VAUGHAN WILLIAMS, L.J., that the transactions which the documents embodied were really one and the same transaction except such as could be gathered from the documents themselves, and in these there was nothing to shew that the arrangement of July was contemplated at the time of the agreement of June, or was part and parcel of that agreement. Hence the so-called clog upon the equity did not fall within the rule which it was said to infringe. The maxim "Once a mortgage, always a mortgage," is still admittedly sound law, and it was decisively affirmed by the House of Lords in *Salt* v. *Marquis of Northampton* (40 W. R. 529; 1892, A. C. 1). But the rule is not to be taken quite literally. It forbids the mortgage from being converted into an absolute conveyance by virtue of any arrangement made at the time of mortgage, but it does not prevent the parties from altering their relation by an agreement subsequent to the mortgage. The right of redemption can be sold to anyone—to the creditor—after the loan, said Lord BRAMWELL in the case just referred to, and the validity of a sale of the equity to the mortgagee was specifically affirmed by KINDERSLEY, V.C., in *Gossip* v. *Wright* (11 W. R. 632). "No doubt," he said, "as a broad rule the court would not allow parties to a transaction, by a contemporaneous instrument, or something which the court would regard as a simultaneous transaction, to cripple the right to redemption, but it would allow a subsequent transaction, whether by way of sale or giving up of the equity of redemption." Hence in the present case, so soon as it was held by the Court of Appeal that the agreement of the 9th of July was separate from the mortgage of the 27th of June, it followed that it was a permissible agreement for the mortgagees

and the mortgagor to enter into, and was not invalidated by the fact that the mortgagor might thereby lose his right to redeem.

It remains to consider the distinction which BUCKLEY, J., drew between the legal and the equitable right of redemption. Treating the documents of the 27th of June and the 9th of July, 1898, as constituting one transaction, he held that the date for redemption was postponed to the 9th of July, 1903, and that until this date the legal right to redeem did not arise. But the equitable right to redeem, or the equity of redemption, he pointed out, is no more than an extension of the legal right, and consequently that also was not in existence. And since the rule in question only forbids a clog upon the equity of redemption, it had no application so long as this equity was not existent. It was an apparently natural consequence to say that if the parties entered into an agreement under which the legal right to redemption would never arise, the equity to redeem would be equally excluded, and the agreement could not be objected to as being a clog upon the equity. Thus in the present case it was said that the exercise by the mortgagees of their option to enter into partnership turned the transaction into a sale before the legal right to redeem arose, and there was nothing left upon which an equity could fasten. "It seems to me," said BUCKLEY, J., "that the proposition is well-founded that if by a condition subsequent contained in the instrument, and which is to be performed at a time before the legal right of redemption arises, the lender may at his option become, and does by the exercise of his option become, purchaser, so that the date for redemption at law never arrives, then there is no legal, and consequently no equitable, right of redemption. In such a case the transaction is valid as a conditional sale, and the doctrine of clogging the equity of redemption can have no operation."

As already pointed out, the decision of the Court of Appeal made it unnecessary to discuss this doctrine, but the enunciation of so novel a proposition could hardly pass unnoticed, and all three of the Lords Justices appear to have intimated that they disagreed with it. There seems, indeed, to be no reason for postponing the operation of the equitable rule until the legal right to redeem arises, and then, if such right never arises, excluding its operation altogether. In *Howard* v. *Harris* (1 Vern. 190), upon which the whole doctrine largely rests, it was said in argument that the maxim is "that an estate cannot at one time be a mortgage, and at another time cease to be so, by one and the same deed." There is here no restriction of the principle to a period subsequent to the date fixed for payment, and if equity is called upon to interfere at all, it can interfere just as properly to protect the legal as the equitable right of redemption. The true rule appears to be stated in the passage just quoted, and it applies equally whether the clog upon the right of redemption operates before or after the date when the forfeiture of the mortgagor's estate would in the ordinary course become absolute at law. It is safe to say that the decision of BUCKLEY, J., in *Lisle* v. *Reeve*, so far as it touches the point in question, however interesting it may be as a specimen of subtle reasoning, must be taken to be overruled by the judgments in the Court of Appeal.

EVIDENCE ADMISSIBLE ON A BANKRUPTCY PETITION.

THE decision of the Court of Appeal last week in *Re A Debtor, Ex parte The Petitioning Creditors* (reported elsewhere), being an appeal from an order of the bankruptcy registrar dismissing a petition, is worth more than a passing notice, for it undoubtedly on one point revolutionizes the practice which has hitherto regulated the proceedings on a bankruptcy petition—a practice founded perhaps upon the law of bankruptcy as it existed previous to the Bankruptcy Act, 1883, and the Rules of 1886, but at any rate a practice which has existed for a great number of years and has hitherto been unquestioned.

The rule of practice which is referred to is this—that upon the hearing of a bankruptcy petition the debtor cannot be called to prove the act of bankruptcy alleged in the petition. The question whether this is or is not a good rule of practice founded on legal principles, which has just been disposed of by the Court of Appeal, arose in rather peculiar circumstances. But although the circumstances were peculiar, the decision lays down a principle of general application. The debtor was a member of the Stock Exchange, and had very large transactions open for the ensuing account. Shortly before settling day the debtor made certain payments to certain customers of his, to whom, as he alleged, he was at the time indebted. Subsequently, mainly, as he alleged, owing to several of his clients failing to fulfil their engagements with him on the settling day, he was declared a defaulter, and the official assignee of the Stock Exchange closed all his outstanding transactions at the hammer price in the usual way, and distributed his assets among the Stock Exchange creditors. The petitioning creditors were also members of the Stock Exchange, to whom, upon settling day, the debtor had become indebted in a large sum of money, and who had of course received a dividend on their debt from the official assignee in the Stock Exchange liquidation. In the petition, which was founded upon this debt, the act of bankruptcy alleged was the rather unusual one that the payments before mentioned, made to certain creditors shortly before settling day, were fraudulent transfers of property within section 4, sub-section 1 (*b*), of the Bankruptcy Act, 1883, or, in the alternative, within sub-section (*c*), transfers of property which would be void as fraudulent preferences under section 48 of that Act if the debtor were adjudged bankrupt.

Now, when the petition came on for hearing, the petitioning creditors found themselves in some difficulty. It was upon them to prove, in order to succeed, that the debtor was at the time that he made these payments insolvent, and it was also part of their case that the payments made were not in fact due, but were fraudulently made to persons who were in reality themselves indebted to the debtor. They succeeded in proving, or getting admissions, of the fact of the payments, and then, having called the official assignee, proposed to examine him as to the entries respecting these payments in the bankrupt's books. Thereupon, the counsel for the debtor objected to the books being admitted and entries therein being proved by the official assignee. This objection, so far, seems to have been well founded, because the books had only been handed to the official assignee for the special purpose of the domestic Stock Exchange liquidation of the debtor's affairs, and though the official assignee was right in bringing them to the court on his *subpœna duces tecum*, it was open to the debtor to object to their being used in evidence, just as much as if they were in his own possession. Thereupon, the petitioners elected to call the debtor himself, and examine him upon the entries in the books, in order to shew that the whole transaction of the payments was an ingenious fraud, and that the accounts of the payees in the debtor's books actually shewed large debit balances. But the senior registrar refused to allow the debtor to be called, or to admit his books in evidence against him, on the ground that it had been the long-established practice of the Bankruptcy Court not to allow the debtor to be called to give evidence against himself with regard to his own alleged act of bankruptcy.

Now it cannot be denied that such a rule of practice did exist before the Bankruptcy Act, 1883, and has continued to exist since that Act, without the question ever having been raised whether or no that rule of practice, which was founded upon the previous bankruptcy law, could still hold good under the new code of bankruptcy law and practice prescribed by the Bankruptcy Act, 1883, and the Bankruptcy Rules of 1886. The reason for this is not far to seek. In the first place, the registrars who now control the practice are the same as those under whom the old practice grew up; and, in the second place, it must be a very rare occurrence for the petitioning creditor to take the risk of calling the debtor to prove his case. The fact is that that rule of practice was founded upon a state of the bankruptcy law which looked upon bankruptcy proceedings as of a *quasi*-criminal character, and led to the application to bankruptcy proceedings of the law, really confined to criminal cases, that you cannot convict a person out of his own mouth. Whatever justification there may have been for this view before the Bankruptcy Act of 1883—and it must be confessed it is difficult to find very much—there is nothing in that Act and the rules of 1886 which supports the rule of practice in question. In fact the rule of practice has

outlived the reasons upon which it was based, no doubt because the old view still lingered on, no one having had occasion to question it. As late as 1892 we find the same idea expressed by the late Lord BOWEN in *Re Howes* (40 W. R. 647), where he describes bankruptcy proceedings as having "*quasi*-penal consequences." But this idea is certainly no longer tenable, at least to the length that it excludes a debtor's evidence. As was pointed out by Lord Justice ROMER, in criminal proceedings or matters there is no appeal, and, tried by this test, a bankruptcy petition is certainly not of that nature.

But, when the Bankruptcy Act and rules which now govern the procedure upon a bankruptcy petition are examined, it is at once seen that, so far from affording the least sanction for such a practice, they leave the greatest possible latitude to the petitioning creditor in proving his case. It is true that certain rules prescribe certain modes of proof which the petitioning creditor must observe. For instance, there must by express rule be the affidavit verifying the petition, and it is the well-recognized and reasonable practice to require the subsequent affidavit of debt at the hearing; moreover, by rule 164 and the interpretation put upon it in *Re Purrett* (2 Manson, 403), the personal attendance of the petitioning creditor to give *viva voce* evidence is necessary, unless a special order is made exempting him from attending. But there cannot be found anywhere in the Act or rules any provision which supports the practice hitherto followed, and restricts the right of the petitioning creditor to call, in order to prove his case, all such evidence as would be legally admissible in an action. The Court of Appeal naturally refused to be bound by any rule of practice, however ancient, which had no legal foundation, and their decision has exploded another of those myths, handed down by tradition, which die so hard. Leave to appeal was asked for and refused.

The other question of evidence which arose in the case now under notice—namely, whether the debtor's books could be used against him on the hearing of the petition—was also decided adversely to the debtor, and upon the same principle. The question of the books was a very different one to that of calling the debtor. There was certainly no established rule of practice against it, and it has often been done. It is, indeed, difficult to see why the entries should not be used as admissions against the debtor on any principle of evidence, and it was not suggested that any special rule of bankruptcy was applicable. It would be imposing an intolerable hardship upon a petitioning creditor if he could not refer to the books to expose what he contended was an ingenious fraud.

In this case another point was raised, also of great interest and no little difficulty, which, it was urged, was a conclusive answer to the petition, whether the bankrupt's evidence had been wrongly excluded or not—namely, that the rules of the Stock Exchange by which a defaulting member hands over to the official assignee the whole of his assets for the purpose of the Stock Exchange liquidation, is a *cessio bonorum*, amounting to an act of bankruptcy, to which the debtor's fellow members are parties, and of which, therefore, they cannot, according to a well-recognized principle of bankruptcy law, take advantage for the purpose of presenting a bankruptcy petition. The court decided not to deal with that point, as it had not been argued before the registrar, but sent the matter back to be reheard. This very point, it may be noticed in conclusion, was dealt with in a very recent case of *Ratcliff* v. *Mendlessohn* (6 Com. Cas. 285) adversely to the above contention. But the same reasoning does not necessarily apply to proceedings in an action and proceedings by way of bankruptcy petition, and the question is hardly one which can be said to be concluded till it has reached the House of Lords.

The hearing of House of Lords appeals has been suspended during the present week, but it is expected will be resumed on Monday, the 25th inst.

Owing to the length and number of the defended cases at Worcester, where, says the *Times*, the calendar contained the names of twenty-six prisoners—twenty-four from the county and two from the city—the learned judge, in order to hold the assizes at Gloucester, the next town on the circuit, on the date fixed, adjourned the assizes until Monday, the 23rd of December. At the conclusion of the Birmingham Assizes he has arranged to return to try a charge of alleged misappropriation of trust funds in the city of Worcester and a case of alleged perjury from the county, both of which are defended and, between them, will occupy a day or two.

REVIEWS.

CRIMINAL LAW.

A SELECTION OF CASES ILLUSTRATIVE OF ENGLISH CRIMINAL LAW. By COURTNEY STANHOPE KENNY, LL.D., Barrister-at-Law, Reader in English Law in the University of Cambridge. Cambridge: At the University Press.

Dr. Kenny has ranged over a wide field to obtain cases illustrative of the criminal law, and he has compiled a book which we imagine will prove to be an extremely instructive and interesting help to students. Indeed, the casual reader who takes it up will not easily lay it down, for the criminal law has much of human interest, and Dr. Kenny's examples are historical as well as practical. A case from the Year Books of Edward IV. recalls the pitiful fact that "Alice of W.," who was of the age of thirteen years, was burnt for killing her mistress, and a note to *R.* v. *Owen* (4 C. & P. 236) gives the more merciful result in the case of a boy of ten, named York, who was sentenced to death at Bury Assizes before Willes, L.C.J., in 1748. This sentence was confirmed by the whole body of judges, to whom the matter was referred by the Lord Chief Justice: "For it would be," said they, "of very dangerous consequence to have it thought that children may commit such atrocious crimes with impunity." He received, however, says Dr. Kenny, several successive reprieves; and ultimately, after being detained in prison nine years, was pardoned on condition of entering the navy. But it seems that a boy between eight and nine years old was actually hanged for arson in 1629. Other cases, such as *Reg.* v. *Bradshaw* (14 Cox 83), where a football player was indicted for manslaughter and acquitted, bring us down to quite recent times. Among the notable cases which Dr. Kenny has included are *Attorney-General* v. *Bradlaugh* (14 Q. B. D. 667) on suing for penalties, *Reg.* v. *McNaughten* (10 C. & F. 200) on the test of insanity, *Reg.* v. *Dudley* (14 Q. B. D. 273) the case of the shipwrecked crew of *The Mignonette*, and *Reg.* v. *Parnell* (14 Cox 505) on conspiracy. Extensive use is made also of the American reports, and Dr. Kenny gives the summing up in *United States* v. *Guiteau* (10 Fed. Rep. 161), so far as it touched the prisoner's defence of insanity. The reports of the cases do not purport always to be full. The longer cases have been usually abridged. In this way the editor has been able to give a larger selection and has consulted the requirements of students. An index might have been added with advantage, but otherwise the book will be an admirable companion to the ordinary text-books on criminal law.

BOOKS RECEIVED.

The Life of Lord Russell of Killowen. By R. BARRY O'BRIEN, Barrister-at-Law. With a Portrait and Facsimiles. Smith, Elder, & Co.

The Practice of the Chancery Division of the High Court of Justice, and on Appeal Therefrom, being the Seventh Edition of Daniell's Chancery Practice. With References to the Companion Volume of Forms. By CECIL C. M. DALE, CHARLES W. GREENWOOD, and SYDNEY E. WILLIAMS, Barristers-at-Law, and FRANCIS A. STRINGER, of the Central Office, one of the Editors of the Annual Practice. In Two Vols. Stevens & Sons (Limited). Price £5 5s.

A Treatise of the Law relative to Merchant Ships and Seamen. By CHARLES LORD TENTERDEN, late Chief Justice of England. Fourteenth Edition. By the late JAMES PERRONET ASPINALL, Q.C., BUTLER ASPINALL, Q.C., and HUBERT STUART MOORE, Barrister-at-Law. Shaw & Sons; Butterworth & Co.

Bailments: a Commentary on the Law of Custody and Possession, as Distinguished from Property, in Chattels, comprising among other matters Carriers and Carriage by Sea and Land, Pledge, Hire-Purchase, Bills of Sale, Deposit; Mandate (with Special Notes relating to Goods in the Custody of the Law and the Nature of, the Possession of Executors and Trustees in the Chattels of their Testators), together with a Compendious Account of the Rights, Obligations, and Respective Liens of Artificers, Auctioneers, Bankers, Innkeepers, Pawnbrokers, Solicitors, Unpaid Vendors, Warehousemen, &c.; with a Supplementary Chapter on Passenger Carriage and Appendices of Indian and Australasian Cases. By WYATT PAINE, Barrister-at-Law. Sweet & Maxwell (Limited).

The Law of Principal and Agent. By ERIC BLACKWOOD WRIGHT, B.A., LL.B., Barrister-at-Law. Second Edition. Stevens & Sons (Limited). Price 18s.

Paterson's Practical Statutes: The Practical Statutes of the Session 1901 (1 Edward VII.), with Introductions, Notes, Tables of Statutes Repealed and Subjects Altered, Lists of Local and Personal and Private Acts, and a copious Index. By JAMES SUTHERLAND COTTON, Barrister-at-Law. Horace Cox.

Two Centuries' Growth of American Law, 1701-1901. By Members of the Faculty of the Yale Law School. Edward Arnold.

The Practice of the Privy Council in Judicial Matters in Appeals from Courts of Civil, Criminal, and Admiralty Jurisdiction in the Colonies, Possessions, and Foreign Jurisdictions of the Crown, and in Appeals from Ecclesiastical and Prize Courts, together with the Practice as to Matters heard upon Special Reference, and Applications for the Prolongation of Patents, with Forms of Procedure and Precedents of Bills of Costs. By FRANK SAFFORD, Recorder of Canterbury, and GEORGE WHEELER, Barristers-at-Law. Sweet & Maxwell (Limited).

CORRESPONDENCE.

THE LAND REGISTRY.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The thanks of the profession are due to Messrs. Leggatt, Rubinstein, & Co., for the stand they have taken.

As the registry seem disposed, not only to shirk the responsibility for the correctness of the certificates, but also to shirk the question of how far the signing of their form of receipt is intended to throw the responsibility on the solicitors or their client, I would suggest that solicitors also act on their strict rights and refuse to acknowledge the receipt of documents at all. FRANCIS S. WHITE.

Portlands, East Grinstead, Sussex.

[*To the Editor of the Solicitors' Journal.*]

Sir,—With reference to the correspondence and your observations thereon in your last issue, perhaps if we added to our receipts for the certificates that "we do not accept any responsibility for their correctness" without going on to say (though the fact may be so) "the responsibility for their correctness rested, of course, with the registrar," it would be accepted without comment, particularly as, we should think, the registrar would not desire by a side wind—that is to say, by requesting, "if you find it correct" to send receipt—to shift any responsibility from himself to the solicitor. The registrar, we note, repudiates the position Messrs. Leggatt & Co. take up—possibly he considers the vendor or party registering would have to bear the responsibility. If both registrar and solicitor have been misled by fraud or mistake, section 7 of the Act, as to indemnity, should apply, and sub-section 6 could not have been intended to make the solicitor responsible in a case of this description. At the same time, there is doubtless an uneasy feeling amongst our profession as to attempts to make solicitors responsible for the correctness of the certificate, a position we should firmly repudiate.

Whilst on the subject of the certificates being sent by post with the circular alluded to, we fail to understand why this course should have been adopted at all. Sending important deeds and certificates by post (not even registered) seems to us far less safe and satisfactory than the system adopted by the Middlesex Registry of issuing a ticket for the documents, and requiring you to call for them, return the ticket, and sign the books as having received the documents when they hand them out to you.

This has always worked well; but we believe the Land Registry will not even give you the option of calling for them.

PEARD & SON.

23, Budge-row, Cannon-street, E.C., Nov. 19.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Are not Messrs. Leggatt, Rubinstein, & Co. raising a question which has no substance when they suggest that the form of receipt sent out by the Land Registry with documents, when signed, carries any responsibility as to the correctness of the land certificate?

Surely it is quite clear that it is the receipt, and not the land certificate, which is to be found correct.

Whether a solicitor who receives a land certificate from the Land Registry is under any responsibility to see to its correctness is quite a different matter, but signing the receipt implies nothing more than it correctly states the documents received. JOHN R. ADAMS.

66, Cannon-street, London, E.C., Nov. 20.

[*To the Editor of the Solicitors' Journal.*]

Sir,—With reference to the correspondence between Messrs. Leggatt, Rubinstein, & Co. and the Land Registry appearing in your issue of the 16th instant, it seems to have been assumed, both in the editorial note on p. 42, and by Messrs. Leggatt, Rubinstein, & Co., that the receipt asked for by the Land Registry has a wider scope than can properly be attributed to it. If the wording of the receipt is accurately given in Messrs. Leggatt, Rubinstein, & Co.'s letter, you will see that the correctness which the solicitor is required to admit is not that of the documents forwarded, but of the form of the receipt itself, and I submit that all the solicitor has to do is to satisfy himself that the receipt accurately enumerates the documents sent.

22, College-hill, London, E.C., Nov. 18. T. JEFFERY MCKEE.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Referring to the correspondence with the registry published in the current number of your journal, have not Messrs. Leggatt, Rubinstein, & Co. been unduly anxious as to the responsibility they might incur in signing the receipts for documents received from the Land Registry?

The wording of the covering letter appears to be perfectly plain: "I beg to forward herewith the documents mentioned in the enclosed form of receipt, which if you find *it* correct, you will please be good enough to sign, date, and return."

Surely it is the *receipt* (not the documents mentioned in it) that is to be found correct. Reading the covering letter in this way, one is not surprised at the attitude taken up by the registry officials in the letters you publish. FRANCIS R. BERGH.

13, Walbrook, London, E.C., Nov. 19.

[Our three last correspondents appear to have overlooked the reply of the registrar to Messrs. Leggatt, Rubinstein, & Co.'s letter, which says that "I have nothing to add to the letters of the assistant registrars, which were merely intended to *prevent* (at the commencement of a practice which you appear to intend to continue) *your inferring from silence that your views were accepted.*" Hence the registrar does not accept the view of Messrs. Leggatt, Rubenstein, & Co., that "the responsibility for the correctness of the certificates rests with the registry." Is not this sufficient ground for their stamping the receipts with the note?—ED. *S.J.*]

CASES OF THE WEEK.

Court of Appeal.

FIELD (Applicant) *v.* **LONGDON & SONS** (Respondents). No. 1. 14th and 15th Nov.

MASTER AND SERVANT—LIABILITY OF EMPLOYER TO WORKMAN FOR INJURIES—QUESTION AS TO LIABILITY—ARBITRATION—JURISDICTION OF ARBITRATOR—WORKMEN'S COMPENSATION ACT, 1897 (60 & 61 VICT. c. 37), s. 1, SUB-SECTION 3.

Appeal by the respondents from an award of the judge of the Sheffield County Court in an arbitration under the Workmen's Compensation Act, 1897. The applicant, a bricklayer's labourer, employed by the respondents, was, on the 20th of October, 1900, injured by an accident in the course of his employment. At the time of the accident the applicant's average weekly earnings were thirty shillings. From two weeks after the accident until the 10th of April, 1901, the respondents made weekly payments of fifteen shillings to the applicant. A few days after the latter date the applicant claimed compensation, mentioning a lump sum, but this the respondents refused, stating that they were paying him the full weekly allowance and would continue to do so during his incapacity. After a medical examination of the applicant on behalf of the respondents, the latter offered the applicants different lump sum which he refused to accept. On the 25th of April, 1901, the applicant filed a request for arbitration, claiming fifteen shillings a week during incapacity. At the hearing it was proved that there had been no agreement to settle by the payment of a lump sum or otherwise, that the respondents had neither disputed their liability nor admitted it, and that they had paid the applicant fifteen shillings a week from a fortnight after the accident until the 10th of April, 1901, and they, therefore, contended that there was no question to arbitrate upon. The learned county court judge held that the applicant was entitled to be awarded a weekly payment of fifteen shillings during his incapacity. From this decision the respondents now appealed on the ground that the county court judge had no jurisdiction to make the award—firstly, because no question had arisen between the parties within the meaning of section 1, sub-section 3, of the Act; secondly, because if any question had arisen, it had been settled by agreement. The above sub-section provides that: "If any question arises in any proceedings under this Act as to the liability to pay compensation under this Act (including any question as to whether the employment is one to which this Act applies), or as to the amount or duration of compensation under this Act, the question, if not settled by agreement, shall, subject to the provisions of the first schedule to this Act, be settled by arbitration in accordance with the second schedule to this Act.

THE COURT (COLLINS, M.R., and STIRLING and MATHEW, L.JJ.) allowed the appeal.

COLLINS, M.R., in giving judgment, said that the proper construction of section 1, sub-section 3 was that, in order to found the jurisdiction of the arbitrator, it was necessary that some question as to liability to pay compensation, or as to the amount of compensation, or the duration thereof, should have arisen between the parties. It was essential that there be a question in dispute, and even if there be such a question and it be settled by agreement, the arbitrator's jurisdiction is ousted. In this case no such questions had arisen between the parties, for the applicant had received all he was entitled to under the Act. Therefore there was no question in dispute. The mere fact of serving a notice for arbitration did not create a question in dispute.

STIRLING and MATHEW, L.JJ., delivered judgments to the same effect. Appeal allowed.—COUNSEL, *Manisty*, K.C., and *H. W. W. Wilberforce; Danckwerts*, K.C., and *Arthur Sims*. SOLICITORS, *Steadman & Van Praagh*, for *Arthur Neal*, Sheffield; *Hales, Trustram, & Co.*, for *A. Muir Wilson*, Sheffield.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

O'KEEFE v. LOVATT. No. 1. 13th Nov.

MASTER AND SERVANT—COMPENSATION FOR ACCIDENT—DEATH OF WORKMAN AFTER AWARD—RIGHT OF DEPENDANTS TO CLAIM COMPENSATION—WORKMEN'S COMPENSATION ACT, 1897, s. 7; SCHEDULE I.

This was an appeal from a decision of the deputy-judge of the Marylebone County Court in an arbitration under the Workmen's Compensation Act, 1897. The accident happened on the 1st of February, 1899. The injured workman claimed compensation, and an award was made in his favour on the 28th of September, 1899, for a weekly payment of 15s. The employers duly paid him that sum weekly until his death, which happened on the 12th of October, 1900. The total sum he had then received was £64 10s. On the 8th of February, 1901, a claim was made by his mother and step-father, as his dependants, for an amount of compensation equal to his earnings during the three years before the accident, giving credit for the sum of £64 10s. The deputy-judge held that he had no jurisdiction to entertain the application of the dependants for compensation. The applicants appealed.

THE COURT (COLLINS, M.R., and STIRLING and MATHEW, L.JJ.) allowed the appeal, holding that there was jurisdiction to entertain the application, notwithstanding the previous award obtained by the workman.—COUNSEL, *Ruegg*, K.C., and *W. M. Thompson*; *F. Low*. SOLICITORS, *Buchanan & Hurd*; *Mackrell, Maton, Godlee, & Quincey*.

[Reported by F. G. RÜCKER, Barrister-at-Law.]

WATTERS v. CLOVER, CLAYTON, & CO. No. 1. 14th Nov.

MASTER AND SERVANT—COMPENSATION FOR ACCIDENT—AMOUNT OF COMPENSATION—AVERAGE WEEKLY EARNINGS—WORKMEN'S COMPENSATION ACT, 1897, SCHEDULE I.

This was an appeal from an award of the judge of the Birkenhead County Court in an arbitration under the Workmen's Compensation Act, 1897. The question was as to the right method of calculating the average weekly earnings of the injured workman. He was engaged to work in the employers' shipbuilding yard on Wednesday, the 12th of December, 1900, and was to receive 7s. for a day's work. He worked again on Thursday, the 13th, for the same sum, and on Saturday, the 15th, he received 14s. He also worked on Friday, the 14th, Saturday, the 15th, Monday, the 17th, and Tuesday, the 18th. For the work he did on those four days he received £1 18s. 6d. The accident happened on the 18th. The working week at the employers' yard began on Friday morning and ended on Thursday night, Saturday being pay-day. The county court judge held that the workman's average weekly earnings were the total of the two sums which he received—viz., £2 12s. 6d., and he made an award for a weekly payment of £1, the maximum sum allowed by the Act. The employers appealed, and contended that, as the wages received by the workman were earned by him in two working weeks, according to the practice of the yard, the total sum ought to be divided by two, which would make his average weekly earnings £1 6s. 3d., and that an award ought not to have been made for a weekly payment of more than half that sum—viz., 13s. 1½d.

THE COURT (COLLINS, M.R., and STIRLING and MATHEW, L.JJ.) dismissed the appeal.

COLLINS, M.R., said that on the evidence the county court judge was justified in holding that there was a presumption that the employment would continue long enough for an average of two weeks' earnings to be taken, and on that presumption he was right in treating the amount earned by the workman on six consecutive days as a fair sample of his weekly earnings. This was in accordance with the interpretation put upon the Act by the House of Lords in *Lysons* v. *Andrew Knowles & Sons* (1901, A. C. 79). The present case came within the recent decision of *Ayres* v. *Buckeridge* and *Wheate* v. *Rhymney Iron Co.* (*ante*, p. 48). In the latter of those two cases the consecutive days were in two calendar weeks, here they were in two trade weeks. He thought that in either case, on the presumption that the employment was continuing, it was right to treat the six consecutive days as one work, and not to divide them into two weeks.

STIRLING and MATHEW, L.JJ., concurred.—COUNSEL, *C. A. Russell*, K.C., and *F. Cuthbert Smith*; *Bray*, K.C., and *Lord*. SOLICITORS, *R. J. Clarke*, Liverpool; *H. F. Neale*, Liverpool.

[Reported by F. G. RÜCKER, Barrister-at-Law.]

BARTELL v. GRAY & CO. No. 1. 19th Nov.

MASTER AND SERVANT — COMPENSATION FOR ACCIDENTAL INJURIES — "FACTORY"—"UNDERTAKERS"—SHIP IN DOCK BEING PAINTED — CONTRACTOR HAVING "ACTUAL USE" OF SHIP—FACTORY AND WORKSHOP ACT, 1895, s. 23—WORKMEN'S COMPENSATION ACT, 1897, s. 7.

Appeal from an award of the judge of the Bow County Court under the Workmen's Compensation Act, 1897. The applicant for compensation was a ship painter, and was in the employment of Gray & Co. The steamship *Tongariro*, belonging to the New Zealand Shipping Co., was lying at a wharf in the Royal Albert Docks and was being fitted up as a transport. Gray & Co., who were contractors for the line for painting and plumbing, had contracted to do the painting and plumbing work in the ship, and they sent their men with the materials to the dock to do the work on board the ship. They did not hire any part of the dock for this purpose. It was stated in evidence that the shipping company were in charge of the ship with part of the crew on board, and that Gray & Co. were in possession of the ship as far as was necessary for the work to be done. The applicant was injured by an accident while painting the booby hatch. The county court judge made an award in favour of the applicant for 17s. 6d. a week. The employers appealed, and contended that the ship was not a "factory," and that, as they had not the general control of the ship, the shipowners being in possession by their crew, they had not "the actual use or occupation" of the ship, and therefore not of a dock within section 23 of the Factory and Workshop Act, 1895, and accordingly were not the occupiers of a factory within section 7 of the Workmen's Compensation Act, 1897, and were not "undertakers."

THE COURT (COLLINS, M.R., and STIRLING and MATHEW, L.JJ.) dismissed the appeal.

COLLINS, M.R., said that the question was, whether there was any evidence upon which the county court judge could find that the applicant was injured while at work in a "factory," and that the employers were the "undertakers" in respect of that factory. In his opinion, the ship being in the dock, the applicant was employed in a "factory." There was evidence that the employers had the actual use of the ship for the purpose of carrying on their work of painting. It was not necessary that the use of the ship should be exclusive. The ship was handed over to the employers for a certain purpose, which was not inconsistent with its use for other purposes. The employers, therefore, were the "undertakers," and were liable to pay compensation.

STIRLING and MATHEW, L.JJ., concurred.—COUNSEL, *Arthur Powell*; *Ruegg*, K.C., and *Chester Jones*. SOLICITORS, *W. Hurd & Son*; *Shaen, Roscoe, Massey, & Co.*

[Reported by W. F. BARRY, Barrister-at-Law.]

ELLIS v. CORY & SON. No. 1. 7th Nov.

MASTER AND SERVANT—COMPENSATION FOR ACCIDENTAL INJURIES—"WHARF"—FLOATING STRUCTURE NOT CONNECTED WITH THE LAND—FACTORY AND WORKSHOP ACT, 1895, s. 23—WORKMEN'S COMPENSATION ACT, 1897, s. 7.

Appeal from an award of the judge of the Woolwich County Court under the Workmen's Compensation Act, 1897. The applicant for compensation was a workman who at the time of the accident was employed in the hold of the steamship *Harberton*, which was lying alongside a structure in the Thames called Atlas No. 3. The sole question was whether the structure was a "wharf" within the meaning of section 23 of the Factory and Workshop Act, 1895, and therefore a "factory" within section 7 of the Workmen's Compensation Act, 1897. The structure was moored in the Thames off Charlton, 500 feet from the south shore and 350 yards from the north shore. It was moored by chains fastened to piles driven into the bed of the river. It was 500 feet long, forty-five feet wide, and had a draught of six feet six inches, and was six feet above water level. It had nine hydraulic cranes with grabs attached. The grabs descended into the hold of the coal steamer, and took automatically a ton and a half of coal. The hydraulic crane lifted it up and turned it round into a hopper where it was automatically weighed, and then passed it through a shoot into a barge lying on the other side of the structure. There was a blacksmith's shop, a carpenter's shop, and a plant for generating electricity on the structure, and a coffee shop for the men. There was no connection or communication with the shore except by boats. It was so moored and stationed under the licence of Thames Conservancy. At the time of the accident the ship was lying on the stream or river side of the structure. The applicant's duty was so to place the coal that the grab might the better get hold of it. While he was stooping, the grab came down and struck him on the head and injured him. The county court judge held that the structure was not a "wharf," and made an award in favour of the employers. The employers appeared, and contended that a "wharf" meant a structure connected with the land.

THE COURT (COLLINS, M.R., and STIRLING and MATHEW, L.JJ.) allowed the appeal.

COLLINS, M.R., said that the structure certainly fulfilled some of the primary functions of a wharf. It was used as a place for loading and unloading ships. Admittedly it was such a structure as, if it were capable of being reached by a gangway from the shore, would be a wharf. It was said that it was so far out in the water that it did not come within the ordinary and natural meaning of the word wharf. The structure was used as a wharf, and it was found so convenient as a wharf that it was substituted for a wharf attached to the land. The wharf was brought to the ship, instead of the ship to the wharf. In his lordship's opinion it would be taking too narrow a view of the word to hold that this structure was not a "wharf" within the meaning of the Act.

STIRLING and MATHEW, L.JJ., concurred.—COUNSEL, *Ruegg*, K.C., and *W. M. Thompson*; *J. E. Bankes*, K.C., and *H. Nield*. SOLICITORS, *Buchanan, & Hurd*; *Deacon, Gibson, Medcalf, & Marriott*.

[Reported by W. F. BARRY, Barrister-at-Law.]

LISLE v REEVE. No. 2. 14th Nov.

MORTGAGE—REDEMPTION—ONCE A MORTGAGE ALWAYS A MORTGAGE—SUBSEQUENT AGREEMENT—OPTION TO MORTGAGEE TO ENTER INTO PARTNERSHIP WITH THE MORTGAGOR UPON TERMS AFFECTING THE MORTGAGED PROPERTY—EXERCISE OF OPTION.

This was an appeal from a decision of Buckley, J. (reported 49 W. R. 188). By an agreement dated the 23rd of April, 1896, the plaintiffs agreed to lend the defendant £3,000 and such further sums not exceeding £2,000 as the defendant should require, and these sums were to be a first mortgage on the defendant's steamship *The Norfolk*. The money was not to be called in or paid for two years, and the plaintiffs might at any time within the two years elect to enter into partnership with the defendant upon the terms of their releasing the mortgage debt and the ship and other property becoming partnership assets. On the 4th of July, 1896, the defendant executed to the plaintiffs a statutory mortgage of *The Norfolk* to secure an account

current, the particulars of which were therein stated to be described in a receipt and agreement of even date. No date for payment was named in the mortgage. The receipt and agreement were introduced by reference. The receipt referred to was not of even date but was dated the 16th of July, 1896. The receipt shewed that £3,783 was the amount then in fact secured by the mortgage and named the 4th of July, 1898, as the date of repayment. There was also a deed of the 4th of July, 1896, whereby, after reciting that the defendant had applied to the plaintiffs for £5,000 to be secured on *The Norfolk* and her freight and insurances, and that the defendant had by a deed-poll of even date mortgaged the ship, it was witnessed that the mortgagor assigned to the mortgagees all charter-parties, bills of lading, and documents under which freight might be earned, and all policies of insurance of the ship by way of security, and he covenanted for payment of the £5,000 on demand. On the 23rd of April, 1898, the two years within which the plaintiffs were under the agreement of the 23rd of April, 1896, entitled to elect to enter into partnership with the defendant expired. They had not elected to enter into partnership. The whole sum of £5,000 had been advanced, but no part of it had been repaid. In this state of facts further transactions took place between the parties. By an indenture of the 27th of June, 1898, the defendant mortgaged to the plaintiffs certain wharves at Norwich and Great Yarmouth as further security for £2,000, part of the above-mentioned sum of £5,000. On the same 27th of June, 1898, the defendant executed to the plaintiffs a mortgage of a policy of assurance for £3,000 by way of security to them against a guarantee which they had given to the defendant's bankers for a sum of £1,000, part of the defendant's overdraft. In this state of things the instrument was executed upon which the contention in this case arose. It was an agreement dated the 9th of July, 1898, and made between the plaintiffs of the one part and the defendant of the other part. It recited the agreement of 1896, that the plaintiffs had not elected to enter into partnership, that the plaintiffs had applied for and the defendant was unable to pay the £5,000, and had requested the plaintiffs to extend the term of two years for a further period of five years; and it was thereby agreed (1) that the plaintiffs might, within five years, elect to enter into partnership with the defendant; (2) that the defendants should, in that case, release the defendant from the payment of the £5,000, and transfer the mortgaged property for the purposes of the partnership; (3) that the capital of the partnership property should belong to the defendant and plaintiffs in equal shares. On the 24th of February, 1900, the plaintiffs exercised the option reserved to them by the agreement of the 9th of July, 1898, and elected to enter into partnership with the defendant. The defendant, however, refused to enter into partnership. The plaintiffs then brought the present action for specific performance of the agreement of the 9th of July, 1898, or, alternatively, for damages for the breach of it, and in the latter case for payment also of the £5,000 and interest, and in default of payment to have their security enforced by foreclosure or sale. The defendant by his defence pleaded that the effect of the agreement of the 9th of July, 1898, taken with the other securities, was to render the property comprised in the latter irredeemable and was an illegal clog on the equity of redemption. Buckley, J., held that the agreement of the 9th of July, 1898, extended the period of the loan for a further five years and that the first mortgage of the 27th of June, 1898, and this agreement of the 9th of July, 1898, were in reality part of one transaction. His lordship then held that the agreement amounted in law to a conditional sale of the property; that the condition was valid; and, on the condition being satisfied, the purchase took effect, the doctrine of equity as to clogging an equity of redemption not having any application in such a case. The defendant appealed.

THE COURT (VAUGHAN WILLIAMS, ROMER, and COZENS-HARDY, L.JJ.) dismissed the appeal.

VAUGHAN WILLIAMS, L.J.—It is not disputed that a mortgagee can enter into an agreement to purchase from his mortgagor his equity of redemption. The only objection to such a purchase is that it must not be part and parcel of the original mortgage transaction or bargain. The mortgagee cannot at the moment when he lends his money and takes his security enter into an agreement that the mortgagor shall have no right to redeem. Buckley, J., has come to the conclusion that the mortgage of the 27th of June and the transaction of the 9th of July, 1898, were really one and the same transaction. It is common ground that there is no evidence of this except the documents themselves, and in these documents there is nothing to shew that the arrangement of July was contemplated at the time of the agreement of June or was part and parcel of that agreement. I am, therefore, of opinion that the view of Buckley, J., that the two agreements were one transaction cannot be supported. And if the agreement of July is to be treated as separate from, and independent of, the agreement of June, there is nothing to be said against it. It is in reality a purchase of an option to enter into the partnership and to buy the equity of redemption is part of the partnership property. I only wish to add that I do not quite understand the observations of Buckley, J., about the time at which the equity of redemption is first recognized. [His lordship then read from the judgment of Buckley, J. (49 W. R., at p. 191): "Now the equity of redemption is a right upon equitable terms. . . . Once a mortgage always a mortgage," and continued:] I can only say, speaking for myself, I do not accept that proposition. It is not necessary for the purposes of the present case to go further. I need only say that I do not agree with the learned judge on that point.

ROMER, L.J.—I agree. The case turns entirely on the agreement of the 9th of July, 1898. It is not alleged that that agreement is unconscionable or unfair. The only question is, whether there is any principle or rule of law or equity which prevents the agreement from being enforced. In my view the authorities which have been relied on for the plaintiffs do not apply. The mere fact that the parties to the agreement of the 9th of July stood to each other in the relation of mortgagor and mortgagee does not prevent the agreement being enforced if there is no legal objection to it. The transaction not being impeached as unconscionable or unfair, there is no reason why an agreement which is, on the face of it, fair should be set aside. I will only add that in affirming the decision I must not be taken as affirming everything which has been said by the learned judge in the court below.

COZENS-HARDY, L.J.—I agree. I desire to adopt what was said by Kinderaley, V.C., in *Gossip* v. *Wright* (11 W. R. 648). Applying that principle, and in the absence of a particle of either allegation or evidence to shew that the agreements of the 27th of June and the 9th of July were parts of the same transaction, it seems to me that the latter agreement was simply a transaction subsequent to, and not forming part of, the mortgage transaction. I may add that if I had come to the conclusion that the two agreements formed one transaction, I should not have been able to adopt the view expressed by Buckley, J.—COUNSEL, *Warmington*, K.C., and *Martelli*; *Astbury*, K.C., and *R. J. Parker*. SOLICITORS, *Cattarns & De Vesian*; *Rowcliffes, Rawle, & Co.*, for *Appleby*, Newcastle-on-Tyne.

[Reported by J. I. STIRLING, Barrister-at-Law.]

Re **DUNN**. *Ex parte* **THE SENIOR OFFICIAL RECEIVER**. No. 2. 15th Nov.

BANKRUPTCY—REPORT OF OFFICIAL RECEIVER—CONSIDERATION BY THE COURT—OFFENCE UNDER THE DEBTORS ACT, 1869—ORDER TO PROSECUTE THE DEBTOR—BANKRUPTCY ACT, 1883, s. 164.

This was an appeal against the refusal by Mr. Registrar Hope of an application by the official receiver that the court would consider his report made in the bankruptcy of one D. and make such order as to the prosecution of the bankrupt or otherwise as the court might think fit. The report stated that in the opinion of the official receiver the bankrupt had been guilty of offences under the Act, but it did not say whether in the opinion of the official receiver there was a reasonable probability of the bankrupt being convicted if he were prosecuted, nor whether in the opinion of the official receiver it was desirable that the bankrupt should be prosecuted. Nor did the official receiver ask the court to direct a prosecution. In those circumstances the learned registrar made an order declining to take into consideration the report of the official receiver with a view to making any order for the prosecution of the bankrupt or otherwise, there not being a specific application before the court for an order to prosecute, but without prejudice to any application by the official receiver, if so advised, for an order to prosecute the bankrupt. The senior official receiver, at the instance of the Board of Trade, appealed. It was admitted on the appeal that it had been the practice of the bankruptcy registrars to make such orders as that made in the present case, but it was contended that the practice was wrong.

THE COURT (VAUGHAN WILLIAMS, ROMER, and COZENS-HARDY, L.JJ.) allowed the appeal. They said that, no doubt, if a report was made by the official receiver that the bankrupt had been guilty of offences under the Act the court must consider whether there was a reasonable probability of the bankrupt being convicted, and if the court arrived at the conclusion that there was such a probability it must order the bankrupt to be prosecuted. That being so a question had arisen as to the practice. It was said that, according to the practice, the report was not considered or filed unless and until the official receiver applied for an order directing a prosecution. If that were so their lordships agreed that the report ought to be filed. But the practice had been to do nothing upon the report unless the official receiver asked for a prosecution. It was contended that the official receiver was entitled to apply to the court for its directions, and if he could not come to a conclusion whether there ought to be a prosecution, it was still the duty of the court to determine, on his application for directions, whether or not the bankrupt ought to be prosecuted. But although it was the duty of the court to consider the report, no duty was imposed upon it to do this at any particular time. It could do this when it pleased, and if it chose, could decline to give any directions whatever. The order which the registrar had made was not in the right form. He ought not to have declined to consider the report, but having looked at it he might have declined to give any decision as to a prosecution for the present. It was not necessary to say more upon this, which was an *ex parte* appeal. The official receiver could go back to the registrar and ask him to consider the report and to give directions, and the registrar on looking at the report could consider whether there ought to be a prosecution or he could give no directions at all.—COUNSEL, *Sir R. B. Finlay*, A.G., *H. Sutton*, and *Muir Mackenzie*. SOLICITOR, *Solicitor to the Board of Trade*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Re **A DEBTOR**. *Ex parte* **THE PETITIONING CREDITORS**. No. 2. 15th Nov.

BANKRUPTCY PETITION—PROOF OF ACTS OF BANKRUPTCY—PRODUCTION OF THE DEBTOR'S BOOKS—PRACTICE.

This was an appeal against the decision of Mr. Registrar Brougham, and raised a question of bankruptcy procedure. Upon the hearing of a bankruptcy petition the petitioning creditors' counsel called for the production of the debtor's books for the purpose of proving the acts of bankruptcy which were alleged against him. The registrar held that the debtor's books could not be used against him for such a purpose. The petitioning creditors appealed. On the appeal the question was also argued, though it did not actually arise for decision, whether upon the hearing of a bankruptcy petition the debtor could be compelled to be examined in support of the petition.

THE COURT (VAUGHAN WILLIAMS, ROMER, and COZENS-HARDY, L.JJ.) allowed the appeal.

VAUGHAN WILLIAMS, L.J., said that no doubt for a long period it had been the practice in bankruptcy not to allow a petitioning creditor to call the debtor in support of a petition adverse to him. It might not be necessary to go into that question on the present occasion as it was not the ground of the appeal that the registrar had not allowed the debtor to be called. But his lordship thought it better that he should say a few words on the point. The mere fact that this had been the practice of the Bankruptcy Court was not sufficient to make it right that the court should exclude this evidence unless it could recognize the principle of the exclusion. The practice was not founded on the old rule which excluded the evidence of interested persons. The reason for the practice was that bankruptcy proceedings were at one time regarded as in the nature of criminal proceedings, and in a common law court you could not call a prisoner to prove his own guilt. This was not always the rule, but had been gradually evolved by the judges on the ground that it would not further the interests of justice to allow an accused person to be called as a witness against himself. The principle was now recognized by statute, for though an accused person could now give evidence, he could not be compelled to go into the box. The bankruptcy practice may have been a very wholesome one, but it was difficult to say that bankruptcy proceedings were of a criminal nature now that a debtor could present a petition against himself. The bankruptcy practice therefore must now be altered. With regard to the debtor's books it was quite plain that they were *primâ facie* evidence against him and must be produced. It was said that their production was immaterial, but obviously they might be very material evidence as to the alleged acts of bankruptcy. The petition must go back to the registrar.—COUNSEL, *H. Reed*, K.C., and *Carrington*; *Muir Mackenzie*. SOLICITORS, *Michael Abrahams & Co.*; *Osborn & Osborn*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

High Court—Chancery Division.

DUNNING *v.* **GROSVENOR DAIRIES (LIM.).** Joyce, J. 2nd and 9th Nov.

TAXATION—COUNSEL'S FEES—REFRESHERS—CLEAR DAY OF FIVE HOURS—SATURDAYS—FEE FOR SETTLING ENDORSEMENT OF THE WRIT—THIRD COUNSEL—R. S. C. LXVI. 27 (48).

In this action judgment had been given for the plaintiff with costs. The trial had begun on a Friday, and had occupied nine days, two of which had been Saturdays. On the costs coming up for taxation, the taxing-master had allowed refresher fees for counsel for eight days. He had, however, disallowed a fee to counsel for settling the endorsement of the writ, and also fees for a third counsel. These items now came up for review, both sides having taken out summonses. For the defendants it was urged that as regards refresher fees the words in ord. 66, r. 27 (48), "if the trial shall extend over more than one day or shall occupy either on the first day only or partly on the first and partly on a subsequent day or days more than five hours without being concluded, the taxing officer may allow for every clear day subsequent to that on which the five hours expired," meant that if a trial lasted longer than five hours a refresher fee might be allowed, but that it must last another five hours before a second refresher fee became payable, and it must last another five hours before a third fee was payable, and so on. *Re O'Hara, Mathewes & Co.* v. *Elliot & Co.* (41 W. R. 248; 1893, 1 Q. B. 362) had only settled when the first refresher fee was payable, and did not deal with subsequent ones; that, therefore, the taxing-master in allowing these fees for Saturdays had allowed them erroneously for days of less than five hours, and that in this trial, which lasted for less than forty hours, eight refresher fees had not been earned, and that one ought to be disallowed.

JOYCE, J., held that, though the taxing-master had not been illiberal in the matter of refreshers, the theory suggested by the counsel for the defendants was a novel one, and that the construction put on the rule by the taxing-master was that which had been previously followed. On the other summons the counsel's fee for settling the endorsement of the writ must be allowed, but the fees for third counsel must be disallowed.—COUNSEL, *Butcher*, K.C., and *Sargant*; *C. E. E. Jenkins*, K.C., and *Napier*. SOLICITORS, *Burchell, Wilde, & Co.*; *H. S. Bridge*.

[Reported by C. W. MEAD, Barrister-at-Law.]

High Court—Probate, &c., Division.

BLOOD *v.* **BLOOD.** Barnes, J. 18th Nov.

DIVORCE—VARIATION OF SETTLEMENTS—RESPONDENT'S INTEREST DERIVED THROUGH CHILD OF THE MARRIAGE UNDER ANTE-NUPTIAL SETTLEMENT EXTINGUISHED—SECTION 5 MATRIMONIAL CAUSES ACT, 1859.

This was a motion for variation of settlements. It appeared that Constance Blood obtained a dissolution of her marriage with Neptune William Blood on the ground of his adultery and desertion, and on the 14th of January, 1901, the decree was made absolute. The facts are fully set out in the judgment given below. The cases of *Crisp* v. *Crisp* (L. R. 2 P. & D. 426), *Pocock* v. *Pocock* (18 L. T. N. S. 338), *Pollard* v. *Pollard* (1894, P. 172), *Meredyth* v. *Meredyth and Leigh* (1895, P. 92), *Wigney* v. *Wigney* (7 P. D. 232).

BARNES, J., said that the only question now remaining to be decided was whether the settlement could be varied by extinguishing all the interests of the respondent in the capital and income of the petitioner's trust funds. On the 12th of June, 1900, the petitioner obtained a decree *nisi* on the ground of the respondent's adultery and desertion, and on the 14th of January, 1901, the decree was made absolute. On the 25th of July, 1877, an ante-nuptial settlement was executed, the wife bringing into settlement certain property in trust for herself for life, and on her death to the respondent for life, if he should survive her, with remainder to the children of the marriage, with a proviso that if the petitioner should survive the respondent and marry again after his death, and there should be only one child of the marriage, she should be at liberty to appoint a moiety of her income of her trust funds to such husband, in the event of survivorship, for his life, and a moiety of the trust funds for the children of such second marriage. There had been only one child of the marriage, who attained his majority on the 13th of July, 1899, and who, on the 16th of July, 1900, died a bachelor and intestate. He had therefore obtained a vested interest in the wife's fund, and therefore his father, the respondent, was entitled to succeed to his son's property. The respondent had married again, and on the 22nd of May, 1901, he executed a settlement dealing with the property that came to him through his son under the settlement. Application has now been made under section 5 of the Matrimonial Causes Act, 1859 (without entering into the question of the powers of the court under section 32 of the Matrimonial Causes Act, 1857), that the property should be reconveyed to the wife freed from the husband's interests in it; and, following the case of *Meredyth* v. *Meredyth and Leigh* (1895, P. 92), to accelerate the wife's powers under the settlement. To this it was objected that the court had no power under section 5 of the Act of 1859 to do what was asked. That section enacts that "The court, after a final decree of nullity of marriage or dissolution of marriage, may inquire into the existence of ante-nuptial or post-nuptial settlements made on the parties whose marriage is the subject of the decree and may make such orders with reference to the application of the whole or a portion of the property settled either for the benefit of the children of the marriage or of their respective parents as to the court shall seem fit." The words of that section were extremely wide, and the court was very desirous that they should not be narrowed down, for many and various and diverse in their circumstances were the cases that had to be decided thereunder. In the case of *Hartopp* v. *Hartopp and Akhurst* (1899, P. 65) it was objected that the court had no power to make the order there asked for as it would affect the interest of the children under the settlement; but he (the learned judge) had himself there held that the court had power under the 5th section, although it was not for the benefit of the children. Again, in a case just recently decided by the President, it was held that the court had power to vary a marriage settlement so as to deprive infant children of the marriage of part of their interests secured to them by such settlement. He was therefore of opinion that the words of the section were wide enough to give the court power to act, although it was clear that the interests of children might be affected. He therefore thought that all interests of the husband in the wife's trust funds should be extinguished and that the trustees should reconvey the wife's trust fund freed from the husband's interests, subject to any prior life interest under the settlement and subject to any charges made by the child of the marriage. The respondent must pay the costs of the petitioner and of the trustees.—COUNSEL, *Priestley* and *F. Russell*; *Inderwick*, K.C., and *Barnard*; *Wright*. SOLICITORS, *Charles Russell & Co.*; *Valpy, Peckham, & Chaplin*.

[Reported by GWYNNE-HALL, Barrister-at-Law.]

High Court—King's Bench Division.

GEUTEL *v.* **RAPPS.** Div. Court. 18th Nov.

LOCAL GOVERNMENT—BYE-LAW—VALIDITY—FOLLOWING BYE-LAW HELD VALID: "NO PERSON SHALL SWEAR OR USE OBSCENE OR OFFENSIVE LANGUAGE WHILST IN OR UPON ANY CARRIAGE."

This was an appeal from a decision of the justices of Bristol by case stated, who had dismissed an information under a bye-law made in pursuance of the Tramways Act, 1870. The appellant had been convicted of using offensive language contrary to a bye-law of the Bristol Tramways and Carriage Co. (Limited), providing that no person shall swear or use obscene or offensive language whilst in or upon any carriage. The justices came to the conclusion that as the words "to the annoyance of the passengers" were not embodied in the bye-law, it should, under the authority of *Strickland* v. *Hayes* (1896, 1 Q. B. 290), be held to be *ultra vires*, as the Act of 1870 contained a proviso that the bye-laws were not to be repugnant to the general law, whereas this bye-law was repugnant to the Towns Police Clauses Act, 1847, s. 28, which was in operation in Bristol, and which forbade the use of obscene or profane language to the annoyance of the passengers. The remarks made by Rapps were addressed to the conductor and were only heard by the latter and did not reach the passengers. It was contended for the appellant that the statute of 1847 did not cover the same state of facts as the bye-law, and that the latter was, therefore, not repugnant to the former.

THE COURT held that the bye-law was valid and that the justices ought to have convicted.

Lord ALVERSTONE, C.J., thought if *Strickland* v. *Hayes* was to be understood as deciding more than that a bye-law could not make the same offence which had been dealt with by a public Act a different offence he did not think it was now law. Certainly *Kruse* v. *Johnson* (1898, 2 Q. B. 91) recognized the right of the authority to define what should be a nuisance in particular circumstances.

DARLING and CHANNELL, JJ., concurred. Case remitted.—COUNSEL, *Macmorran*, K.C., and *H. H. Gregory*; *F. P. M. Schiller*. SOLICITORS, *Stanley, Wasbrough, & Doggett*, Bristol; *Hare & Co.*, for *E. J. Watson*, Bristol.

[Reported by ERSKINE REID, Barrister-at-Law.]

GOODRICH *v.* **TOWN CLERK OF GRIMSBY.** Div. Court. 11th Nov.

REGISTRATION—MISDESCRIPTION IN LIST—DECLARATION FOR CORRECTING—POWER OF REVISING BARRISTER TO CORRECT—SECTION 24 OF PARLIAMENTARY AND MUNICIPAL REGISTRATION ACT, 1878 (41 & 42 VICT. c. 26).

Registration appeal from a decision of D. Daly, Esq., revising barrister for the borough of Great Grimsby, at a court held by him on the 24th of September, 1901, when the name of one Robert Mitchell was objected to. The name appeared on the overseer's list of "Occupiers," Division I., for a "dwelling-house" at 84, Watkin-street, and the objection was that he had not occupied the premises for the full twelve months prior to the 15th of July last. The objection was held to be good, and the name was expunged from the list. A "statutory declaration for correcting misdescription in list," in accordance with Form N under section 24 of the Act of 1878, had been duly filed with the town clerk prior to the 5th of September, in which the said Mitchell declared that he was the person referred to in the occupiers list, as "Robert Mitchell," whose place of abode was described as "84, Watkin-street"; the nature of his qualification, a "dwelling house"; and the description of the qualifying property as "84, Watkin-street." The declaration then went on to state that his correct name and place of abode and the correct particulars respecting his qualification were and ought to be stated as follows: "Correct name. Robert Mitchell"; "Correct place of abode. Scartho"; "Correct nature of qualification. Yard and stables"; "Correct description of qualifying property. Back of 84, Watkin-street." It was proved that Mitchell had for the whole of the twelve months prior to the 15th of July occupied the yard and stables mentioned in the declaration adjoining the dwelling-house in question, which yard and stables were of requisite value, and it was submitted that the revising barrister ought to correct the list according to the suggested amendment in the declaration and substitute "yard and stables" for the former qualification of "dwelling-house." The revising barrister said that he failed to see, in the circumstances of the case, that the declaration could be treated as the correction of a "misdescription," or that it dispensed with the necessity for a formal claim with its incidents of timely notices to overseer, publication, and possible challenge. He accordingly held the declaration to be insufficient, refused to accept it as a correction of the former qualification, and expunged the name of Robert Mitchell from the list of occupation voters. On behalf of the applicant it was now contended that such decision was wrong, and the following cases were referred to: *Foskett* v. *Kaufman* (34 W. R. 90, 16 Q. B. D. 279), *Plant* v. *Potts* (1891, 1 Q. B. 256), and *Lord* v. *Fox* (1892, 1 Q. B. 199).

THE COURT (LORD ALVERSTONE, C.J., and DARLING and CHANNELL, JJ.) allowed the appeal. They held that it was decided that the effect of section 24 was to give the revising barrister power to make corrections he could not otherwise make. The court was bound by the decision in *Foskett* v. *Kaufman*. Appeal allowed with costs.—COUNSEL, *Percival Hughes*. SOLICITORS, *Routh, Stacey, & Castle*, for *Henry Thompson & Sons*, Grantham.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

HALL *v.* **MICHELMORE.** Div. Court. 11th Nov.

REGISTRATION—FRANCHISE—HOUSEHOLD—INHABITANT OCCUPIER AS OWNER OR TENANT—WIFE OWNER OF HOUSE—HUSBAND BREADWINNER—30 & 31 VICT. c. 102, s. 3.

Appeal by stated case from the decision of C. A. S. Garland, Esq., revising barrister for the Torquay division of the county of Devon. The appellant resided with his wife in a house of which the latter was the sole and separate owner, the wife's name appearing on the rate-book as the owner, the appellant's name as the occupier of the said house. The appellant was the breadwinner, the furniture in the house belonged to him, the rates and all the expenses of maintaining the house and household were paid by him, the wife having no means of support save and except the value of her ownership in the house. No agreement of tenancy had been entered into between the appellant and his wife, nor had any rent at any time been paid by him to her in respect of the premises. The revising barrister decided that upon the above facts there was no evidence that the appellant occupied the qualifying premises as owner or tenant, and that therefore he was not entitled to remain upon the register in respect of the qualification of inhabitant occupier of a dwelling-house and he expunged the name of the appellant. The question in this case arose under section 3 of the Representation of the People Act, 1867 (30 & 31 Vict. c. 102). For the appellant it was contended that from the facts it must be implied that he was a tenant and that it was not necessary to have any formal tenancy or agreement and that a tenancy at will would suffice. This case differed from *Loveridge* v. *Gardom* (Smith Reg. Cas., vol. 1, 186).

THE COURT (Lord ALVERSTONE, C.J., and DARLING and CHANNELL, JJ.), in dismissing the appeal, said they could not reverse the decision of the revising barrister. In *Loveridge* v. *Gardom* it was held that where there was no evidence that the claimant occupied as owner or tenant he was not entitled to a vote. In the present case the appellant was not the owner, and it was impossible to say that there was any evidence that he was a tenant so as to entitle him to have his name retained on the register. The decision of the revising barrister was right. Appeal dismissed.—COUNSEL, *Percival Hughes*. SOLICITORS, *Brooks, Jenkins, & Co.*

[Reported by E. G. STILLWELL, Barrister-at-Law.]

QUEEN ANNE RESIDENTIAL MANSIONS AND HOTEL CO. *v.* **MAYOR OF WESTMINSTER.** Div. Court. 9th Nov.

METROPOLIS—PUBLIC HEALTH—SMOKE ISSUING FROM CHIMNEY IN SUCH QUANTITIES AS TO BE A NUISANCE—BLOCK OF RESIDENTIAL FLATS—PUBLIC HEALTH (LONDON) ACT, 1891, s. 24.

Appeal against a conviction under the Public Health (London) Act, 1891, for unlawfully permitting to be sent forth black smoke from Queen Anne Mansions in such quantities as to be a nuisance. Three summonses were issued for separate alleged violations of the Act. The building consisted of 300 sets of residential chambers, none of which were provided with a chimney, there being a general kitchen, in which all the cooking was done for the residents. There was a general dining-room, in which the residents might have their meals instead of in their rooms. In the basement there were five boilers, used for generating steam, for cooking in the kitchen, for warming the building, for generating electricity, for lighting, and also for the laundry. The boilers were connected with a chimney 163 feet high. On behalf of the appellants it was contended that no offence had been committed under the 24th section of the Act, the chimney being the chimney of a private dwelling-house. Every reasonable precaution had been taken, they said, to prevent any black smoke being emitted, but this the repondents said, formed no defence to their action. The magistrate held as a mixed question of law and fact that the chimney was not the chimney of a private dwelling, and he ordered the appellants to pay a fine of £5 and £5 5s. costs on the first summons, and a fine of 10s. on each of the other two summonses, and the question for the court was whether his decision was correct in law.

THE COURT, without hearing counsel for the respondents, dismissed the appeal.

Lord ALVERSTONE, C.J., said he expressed no opinion whether section 24 of the Act did not apply to the chimney of a private house because he saw no reason for regarding Queen Anne Mansions in the light of a private dwelling-house at all. In his opinion it was a large trade establishment and therefore the decision of the magistrate was right.

DARLING and CHANNELL, JJ., concurred.—COUNSEL, *R. Cunningham Glen*; *Travers Humphreys*. SOLICITORS, *Lee & Pemberton*; *Solicitor to the Corporation*.

[Reported by ERSKINE REID, Barrister-at-Law.]

JONES *v.* **HUMPHREY.** Div. Court. 10th Nov.

ASSIGNMENT OF DEBT—MONEYS TO BECOME DUE—SALARY—UNASCERTAINED AMOUNT—JUDICATURE ACT, 1873 (36 & 37 VICT. c. 66), s. 25, SUB-SECTION 6.

Appeal by plaintiff from a decision by Lumley Smith, K.C., county court judge, sitting at Westminster. The action was remitted from the High Court, and the claim of the plaintiff, a money-lender, was for the sum of £24 due to him from the defendant, a schoolmaster, as the assignee of one James Kerr, who by an assignment in writing, dated the 24th of May, 1900, for the consideration therein mentioned, thereby assigned, sold, and transferred (*inter alia*) to the plaintiff "so much and part of" his "income, salary, and other emoluments from" the defendant, in whose service he was as an assistant schoolmaster, as should "be necessary and requisite for payment" to the plaintiff "of the sum of £22 1s. or any further sum," in which he might thereafter become indebted to the plaintiff. Notice of the assignment was duly given by the plaintiff to the defendant on the 30th of October, 1900, since which date the said sum and upwards was alleged to have accrued due from the defendant to the said James Kerr for salary earned, and that the said James Kerr, at the date of the writ, was indebted to the plaintiff in the sum of £28 0s. 6d. Kerr was not a party to the action. The county court judge was of opinion that under the assignment the defendant could not, without taking the account between Kerr and the plaintiff, know for certain what was assigned and how much he ought to pay to the plaintiff and how much to Kerr; and that to bring a case within section 25, sub-section 6, of the Judicature Act, 1873, there must be something definite and ascertained, and not fluctuating and requiring the taking of accounts, and he therefore gave judgment for the defendant. From this decision the plaintiff now appealed, and it was contended on his behalf that the assignment was a good equitable assignment and within section 25, sub-section 6. The following cases were cited: *Tailby* v. *The Official Receiver* (W. R. 513, 13 A. C. 523), *Brice* v. *Bannister* (26 W. R. 670, 3 Q. B. D. 569), *Durham Brothers* v. *Robertson* (1898, 1 Q. B. 765, 46 W. R. Dig. 9), *In re Clarke, Coombs* v. *Carter* (36 W. R. 293, 36 Ch. D. 348), *Clements* v. *Matthews* (11 Q. B. D. 808, 31 W. R. Dig. 23), *Mercantile Bank of London (Limited)* v. *Evans* (1899, 2 Q. B. 613, 48 W. R. Dig. 145), *Walker* v. *The Bradford Old Bank (Limited)* (32 W. R. 644, 12 Q. B. D. 511), *Comfort* v. *Betts* (W. R. 595; 1891, 1 Q. B. 737). For the respondent it was contended that the document was merely a charge; that it was not possible to assign that which was not at the time in existence; and that the assignment was against public policy: *Collyer* v. *Isaacs* (30 W. R. 70, 19 Ch. D. 342). A sum not due could not be assigned: *Ex parte Nicholls, Re Jones* (31 W. R. 661, 22 Ch. D. 782).

THE COURT (Lord ALVERSTONE, C.J., and DARLING and CHANNELL, JJ.) dismissed the appeal.

Lord ALVERSTONE, C.J., in giving judgment, said no doubt an absolute assignment of future debts may be good under the Judicature Act, of a certain sum out of future debts, but in order to bring the case within the statute the debtor must be able to ascertain from the document how much he is to pay the assignee. In the present case there was no absolute assignment of any definite sum. The document did not assign an ascertained debt, its purport was more in the nature of a charge, and therefore the assignment did not come within the Judicature Act. The decision of the county court judge was right.

DARLING and CHANNELL, JJ., concurred. Appeal dismissed.—COUNSEL, *R. Bray*, K.C., and *M. Lush*; *Mallinson*. SOLICITORS, *R. Raphael & Co.*; *Emanuel & Simmonds*.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

Winding-up Cases.

Re **THE LEYTON AND WALTHAMSTOW CYCLE CO. (LIM.).**
Wright, J. 13th Nov.

COMPANY—WINDING UP—COSTS—PETITION BY CREDITOR WITH DEBT UNDER £50.*

This was a petition, for the winding up of a trading company, presented by a judgment creditor for £35 3s. 6d. for goods supplied. The petition was supported by other creditors whose debts were of the total amount of £128. The company had never held its statutory meeting and was insolvent.

WRIGHT, J., made the usual compulsory winding-up order and said that as the debt of the petitioning creditor was under £50 he would not ordinarily have been allowed his costs, but, as he was supported by other creditors for a considerable amount, the usual order as to costs would be made.—COUNSEL, *Cozens-Hardy*. SOLICITORS, *Reed & Reed*.

[Reported by L. W. BYRNE, Barrister-at-Law.]

Solicitors' Cases.

Re **A SOLICITOR** and *Re* **THE SOLICITORS ACTS, 1843 and 1888.**
Div. Court. 20th Nov.

SOLICITOR—CERTIFICATE—APPLICATION FOR RENEWAL—DISCRETION OF REGISTRAR TO REFUSE—SOLICITORS ACT, 1843 (6 & 7 VICT. c. 73), ss. 23, 24—SOLICITORS ACT, 1888 (51 & 52 VICT. c. 65), s. 16.

This was an appeal by a solicitor from a decision of Jelf, J., at chambers, refusing to order the registrar to issue a renewal of a certificate. The learned judge based his decision on the ground that the solicitor was an undischarged bankrupt. Counsel for the appellant said that the case was brought as a test case with the cognizance of the Incorporated Law Society, as there were a number of solicitors in the same position as the appellant. The affidavit made by the appellant stated that he was on the roll of solicitors and no application had ever been made for his removal from it, and no ground for such removal had ever existed. On the 11th of November, 1901, he applied to the Incorporated Law Society for a renewal of his certificate, but the society declined to renew it on the ground that he was an undischarged bankrupt. He alleged that the society had no discretion to refuse the renewal on that ground.

THE COURT (Lord ALVERSTONE, C.J., DARLING and CHANNELL, JJ.), without calling on counsel for the respondents, dismissed the appeal, holding that they were bound by the decision in *Re An Application under the Solicitors Act*, 1843 (47 W. R. 575), and that they ought not to sit as a Court of Appeal as regards that decision. Appeal dismissed.—COUNSEL, *Paye*, K.C., and *Muir Mackenzie; Asquith*, K.C., and *Hollams*. SOLICITORS, *Lenard & Pilditch; S. P. B. Bucknill*.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

Chancery of the County Palatine of Lancaster. Liverpool District.

Re **WEBSTER AND JONES' CONTRACT AND THE VENDOR AND PURCHASER ACT, 1874.** Hall, V.C. 18th Nov.

This was an adjourned hearing of a purchaser's summons under the Vendor and Purchaser Act, 1874, which raised for consideration, amongst other things, a question of importance to the legal profession. By an agreement dated the 29th of June, 1901, James Webster and John Webster agreed to sell two plots of leasehold land at Litherland, near Liverpool, to John Thomas Jones. The material clause of the agreement was as follows: "The vendors will, within twenty-one days after demand, deliver to the purchaser an abstract of their title to the said land, commencing with a lease from Lord Sefton . . . with which the purchaser shall be satisfied. The purchaser shall not be entitled to investigate or make any objections or requisitions in respect of Lord Sefton's title." The abstract of title delivered by the vendors to the purchaser consisted only of an abstract of the lease granted to them by the Earl of Sefton. The purchaser being, under the contract, liable to pay the vendors' costs of and incidental to every lease or assignment to be executed in relation thereto, the vendors' solicitors claimed to be paid (*inter alia*) the scale fee of £23 for deducing title and perusing and completing the assignment to him of one of the pieces of land according to Schedule I., Part I., of the General Order under the Solicitors' Remuneration Act, 1881. Counsel for the purchaser contended that the case was governed by the decision of Kekewich, J., in *Re Wellby and Still* (1894, 3 Ch. 641), in which the profession had acquiesced for seven years. He contended that an abstract of a lease to the vendors was not a "deduction" of title, and, further, cited the cases of *Re Lacey* (25 Ch. D. 302), and *Re Harris* (56 L. T. 447). Counsel for the vendors urged that the purchaser, having contracted to take a title commencing with the lease, was not entitled to say that the vendors had not "deduced" a title. He further contended that *Re Wellby and Still* was distinguishable.

HALL, V.C.—The question in this case is, What is the meaning of the word "deduce"? and it is a question of the meaning of the word "deduce" in the case of a vendor's solicitor deducing his client's title; and I gather that to mean that some process has to be gone through by which his client appearing to be entitled to a certain property the solicitor has to make out that title—to deduce it in some way—some work has to be done which is called deducing the title of his client. Then if so, and the client simply brings him one document, whether it is the original lease or the original conveyance, and there is no more than that, there is no deduction of the title, because all that there is is one document; and that seems to be the view that was taken by Kekewich, J., in *Re Wellby and Still*, that the mortgagor being the original lessee there was beyond that no title to deduce. I cannot distinguish that from the present case, and, besides, I agree with the decision of Kekewich, J., that, where there is only one step like that, the original lease, there has been no deduction. In this case, if the lessee had taken the lease up directly from Lord Sefton the question could not have arisen, it seems to me, at all; but merely because the vendor took the lease himself, and then immediately proceeded to assign it to the purchaser, seems to me to make no difference in the way of deducing his title. No doubt there was a second step in assigning it to the purchaser, but that is not a deducing of the vendor's title. As to the argument that there was a stipulation between them as to what the abstract should consist of, I do not think that that is prejudicial to the purchaser's case. It seems to me equally right to say that it is a contract that there shall not be a deduction of title.—COUNSEL, *Stuart Deacon; W. H. Cochran*. SOLICITORS, *E. D. Symond*, Liverpool; *Layton, Melly, & Layton*, Liverpool.

* See *Re Herbert Standring & Co.* (39 SOLICITORS' JOURNAL 603, W. N. (1895) 99).

NEW ORDERS, &c.

TRANSFER OF ACTION.

ORDER OF COURT.

Thursday, the 14th day of November, 1901.

I, Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the action mentioned in the schedule hereto shall be transferred to the Honourable Mr. Justice Wright.

SCHEDULE.

Mr. Justice BYRNE (1901—D.—No. 1,177).

In the Matter of the Dearne and Dove Steel Company Limited, Alexander Samuel Leslie Melville and others v. The Dearne and Dove Steel Company Limited.

HALSBURY, C.

LAW SOCIETIES.

UNITED LAW SOCIETY.

Nov. 18.—Mr. C. H. Kirby in the chair.—Mr. E. F. Spence moved "That the grounds of divorce ought to be extended by including (1) a conviction for serious crime; (2) habitual intemperance; (3) habitual cruelty; and (4) insanity." Mr. C. Kains-Jackson opposed. There also spoke: Messrs. H. Drysdale Woodcock, Neville Tebbutt, F. M. Guedalla, A. H. Richardson, F. J. Williams, Percy Aylen, P. B. Walmsley, D'A. B. Collyer, and G. G. Corble. Mr. Spence replied. The motion was carried by seven votes.

LAW STUDENTS' JOURNAL.

CALLS TO THE BAR.

The following gentlemen were called to the bar on Monday:—

LINCOLN'S-INN.—Wilfred G. Brown, studentship C.L.E., Trinity term, 1901; Ernest G. Palmer, certificate of honour C.L.E., Michaelmas term, 1901, B.A., LL.B., London; Francis J. Kerr, certificate of honour C.L.E., Michaelmas term, 1901; Robert W. Wylie, C.C.C., Cambridge, M.A.; Alfred R. Sargeant, Trin. Coll., Cambridge, B.A.; Sukumar C. Roy; Robert G. Everitt, Merton Coll. Oxford, B.A.; Harry B. Vaisey, Hertford Coll., Oxford, B.A.; Mathurbhai P. Amin; and Harry G. Garsia, Merton Coll., Oxford, M.A.

INNER TEMPLE.—William A. Robertson, B.A., Oxford, certificate of honour, Michaelmas term, 1901; Robert Obbard, B.A., Oxford; Douglas Grierson, B.A., Oxford; John C. Lancaster, B.A., Cambridge; Macaulay Mort, B.A., Oxford; Syed Ali Muhammed Khan; Leopold C. M. S. Amery, M.A., Oxford; William B. Stanislaus Smith, Oxford; Eugène N. Marais; Harold W. Pollock, B.A., Cambridge; John B. Dalley, Oxford; Basil N. Lang, B.A., Oxford; John W. Hewitt, B.A., Cambridge; James R. B. Hart, B.A., Oxford; Robert E. Ford, B.A., Oxford; Harold B. Barkworth, B.A., Cambridge; Bernard N. Fraser, B.A., Oxford; Henry H. Ramsden, Oxford; Joseph A. Richardson, London; Alexander E. McLaren, B.A., Oxford; William R. Mills, B.A., Oxford; Harry C. Holden, B.A., LL.B., Cambridge; James E. J. Brudenell-Bruce, B.A., LL.B, Cambridge; Francis E. B. Duff, B.A., Cambridge; Reginald C. Carter, B.A., Oxford; Aubrey C. Robinson, B.A., Oxford; Gerald C. O'Gorman; Robert H. Norton, B.A., LL.B., Cambridge; William H. J. Wegg, B.A., Cambridge, Henry D. S. Leake, Oxford; Robert G. Ellis, B. A., Cambridge; Robert H. Whitworth, B.A., Oxford; William W. Otter-Barry, B.A., Cambridge; and Guy E. M. Eden.

MIDDLE TEMPLE.—Augustine F. P. Barton, Local Government Board district auditor, M.A., Trin. Coll., Dublin, first honours and junior moderator; George F. Darker, district medical officer, Southern Nigeria, M.R.C.S. Eng., L.R.C.P.Lond., member of the Royal University of Ireland; Norman J. Black, LL.B., London; William Houlding, B.Sc.; Thomas B. Leigh, B.Sc., Victoria; T. Artemus Jones; John W. Thatcher; Ralph B. H. Gibbins; Richard Parry, A.M.I.C.E.; Frederick S. Tollit,

inspector of savings banks, under the Trustee Savings Banks Inspection Committee; Thomas T. Poynton; Daniel W. Stable, J.P., LL.B., secretary to the Prudential Assurance Co. (Limited).

GRAY'S-INN.—Baddipalli Nagappa, undergraduate of Madras University, certificate of honour, C.L.E., Michaelmas, 1901; William J. Burke, Queen's Coll., Galway, Hume Scholar in Jurisprudence, Univ. Coll. London; Mohamed Y. Gauher-Ali, St. Catherine's Coll., Cambridge; Stephen R. Hobday, London University; John J. Howe, LL.B., London, Bacon Scholar (Gray's-inn), 1899; Sital Parshad; Henry Stanley; Abraham C. G. Wijeyekoon; Gullu Ram; Hendrik J. F. Franken; Badruddin Qureishi; James R. Bull; Rachhpal Singh; Eugene O'Sullivan, Inland Revenue Office; Llewelyn C. Dalton, B.A., Trin. Coll., Cambridge; and John J. C. Healy, B.A., Royal University of Ireland, a member of the Irish Bar.

LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—Nov. 19.—Chairman, Mr. W. V. Ball.—The subject for debate was: "That this society regrets the decision of the House of Lords in the case of *Great Western Railway Co.* v. *London and County Banking Co.* (*Limited*) (1901, A. C. 414)." Mr. W. Hughes opened in the affirmative; Mr. G. W. Powers seconded in the affirmative. Mr. R. A. Gordon opened in the negative; Mr. H. J. Welch seconded in the negative. The following members also spoke: In the affirmative, Messrs. Hogan and Reynolds; in the negative, Messrs. Hodder, Pleadwell, J. D. A. Johnson, Nash, Weller, Singleton, Ames, Edwards, and Winnett. The opener having replied, the chairman summed up. The motion was lost by nine votes.

BIRMINGHAM LAW STUDENTS' SOCIETY.—Nov. 19.—Mr. H. Eaden presiding.—The following moot point was discussed: "That the decision of the House of Lords in the case of the Taff Vale Railway Co. and the Amalgamated Society of Railway Servants was wrong." The speakers in the affirmative were Messrs. L. Arthur Smith, O. Lee, S. C. Parish, B. P. Crawshaw, W. C. Camm, and T. F. Duggan; and in the negative Messrs. H. W. Lyde, W. Horton, and E. A. B. Cox. After the openers had replied and the chairman had summed up, the decision of the House of Lords was upset by a majority of two. A hearty vote of thanks to the chairman for presiding concluded the business.

THE CITY OF LONDON AND THE LAND TRANSFER ACT.

WE extract from the *City Press* of last Saturday the following report of the proceedings in the Common Council upon the petition with reference to the Land Transfer Act, 1897, the form of which we printed *ante*, p. 33.

Mr. Lee presented a petition from a large number of bankers and merchants in the City, asking the corporation to use its influence to bring about the further postponement of the application of the Land Transfer Act, 1897, to the City, until an independent inquiry into its working had been held and concluded. A deputation at the bar of the court was headed by Mr. Wragg, solicitor, who, in answer to a number of questions, said he hoped that other corporations would follow the example of the corporation of the City in this matter. The application of the Act to the City would be followed by greater delay and more expense in dealing with properties. Mr. Wragg added that the petition was working against the self-interest of solicitors. It was headed with the signature of Sir H. Seymour King, M.P., the head of a well-known firm of bankers; and other important firms had asked for a postponement of the application of the Act to the City for another year. If some action was not taken the Act would come into force on the 1st of January. The Act was postponed a year ago, after a deputation from the corporation had interviewed the Lord Chancellor. Among other signatories of the petition were the Leathersellers' Company, and Messrs. Charrington, the brewers.

Mr. Lee moved that the petition should be referred to the Law and City Courts Committee to arrange for an interview with the Lord Chancellor The following letter from the President of the Incorporated Law Society on the subject he then read:

"Dear Sir,—In further reply to your letter of the 24th of October, I have to inform you that the Council of the Incorporated Law Society are convinced that the system of compulsory registration of titles ought not to be extended to the City of London without inquiry. This view is not based on the interests of solicitors, which, indeed, might be shewn to point the other way, but the interests of owners, or lessees, of property, and on the ground that registration is found, by experience, to hamper, and add to the expense of, dealings in land, and that this objection would be very much accentuated in the City of London. The Council have referred to their Land Transfer Committee the resolution passed at their provincial meeting at Oxford. Their report will take some time to prepare, but I think it safe to assume that it will be in favour of an open and public inquiry into the working of the Act. This course, the Council think, is only right in the public interest, as the advantages claimed for the system of compulsory registration have been negatived by experience. The case for inquiry before extension seems to the Council to be so strong that they will cordially support it."

Mr. Lee explained that early in the year he headed a deputation to the Lord Chancellor, who then offered to delay the operation of the Act until the 24th of October, but at the request of the Law and City Courts Committee, his lordship consented to the operation being delayed until the 1st of January, undertaking in the meantime to receive a further deputation from the committee if it was thought desirable. Letters had been received from some of the most eminent solicitors in the City, all of whom objected to the operation of the Act so far as City properties were concerned. Mr. Lee pointed out that the petitioners alleged, with good reason, that the Act would create the very gravest difficulties, in view of the fact that many of the City buildings were dealt with in separate rooms on separate floors, and that the diversity of interests in those buildings was consequently very great. In addition, the numerous and complicated transactions hourly occurring in the City, some of which might require registration, while the majority would not, would render the registration of title only delusive and unreliable.

Mr. Thomas, in seconding the motion, referred to a report which was presented to the court on the question in 1897. It was then stated that the Lord Chancellor would not take action without first consulting the citizens. Indeed Lord Halsbury gave the recorder a written undertaking to that effect. It seemed to him (the speaker) that the Act could not be applied to the City without a breach of that undertaking. It was always said that the Lord Chancellor was a friend of the City. If that was so, his lordship could shew his friendship by revoking the order that the Act should apply to the City.

Mr. Wallace moved, as an amendment, that the committee should report to the court before approaching the Lord Chancellor.

Mr. Bower having seconded the amendment,

Mr. Lee pointed out that there was no time to lose.

On a show of hands, the amendment was negatived.

It was finally decided that the Law and City Courts Committee should wait upon the Lord Chancellor without delay.

LEGAL NEWS.

APPOINTMENTS.

Mr. REGINALD B. D. ACLAND, barrister-at-law, has been appointed Recorder of Shrewsbury in the place of the Hon. Sir Arthur Jelf.

Mr. WARMINGTON, K.C., has been appointed Chairman of the General Council of the Bar in succession to Mr. Justice Walton, and Mr. CARVE, K.C., and the Hon. E. C. MACNAGHTEN, K.C., have been appointed members of the Council in succession to Mr. Justice Walton and Mr. Justice Swinfen Eady respectively.

Sir RICHARD HENN COLLINS, M.R., has been appointed Chairman of the Historical Manuscripts Commission, in succession to the late Sir Archibald Smith.

Mr. ROBERT WALLACE, K.C., M.P., has been elected a Bencher of the Middle Temple, in succession to the late Mr. Samuel Pope, K.C.

Mr. PHILIP CRAMPTON SMYLY, barrister-at-law (Attorney-General), has been appointed Chief Justice of Sierra Leone.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

BERTRAM JACOBS and ARTHUR SAMUEL JOSEPH, solicitors (Jacobs & Joseph), 61, Fore-street, Moorgate-street, London. Nov. 1.

JOHN SOUTHAM and ERNEST DAVID GLANLEY, solicitors (Southam & Glanley), 78, Cross-street, Manchester. Oct. 1. [*Gazette*, Nov. 19.

GENERAL.

The members of the Oxford Circuit will entertain Mr. Justice Jelf at a complimentary dinner at the Café Royal on Wednesday, the 15th of January next, in celebration of his recent elevation to the bench.

Mr. Justice Walton will preside at the next lecture of the Solicitors' Managing Clerks' Association, which will take place in Gray's-inn Hall on Tuesday evening next, when Mr. Macaskie, K.C., will lecture on "Contraband of War."

Sir Thomas Scanlen, K.C.M.G., was, says the Exchange Telegraph Co., the author of the Cape Marriage with a Deceased Wife's Sister Bill, under which the Acting Chief Justice of Cape Colony, Sir John Buchanan, has just held that a man may marry his aunt.

Professor John Cutler, M.A., K.C., is delivering at King's College, London, a course of five practical lectures on the "Law of Trade-Marks and Trade Names." The concluding lectures will be delivered on Friday, the 29th inst., and the 6th of December. Admittance to the lectures is free by cards, to be obtained at the secretary's office at the college.

It is announced that Sir Horatio Lloyd, Recorder of Chester since 1866, and county court judge since 1874, will, on the 10th of December, celebrate the fiftieth anniversary of his initiation into Freemasonry. In honour of the occasion a special Provincial Grand Lodge of Cheshire Freemasons is to be convened, at which certain handsome presentations are to be made to Sir Horatio Lloyd.

In the Court of Appeal No. 1, says the *St. James's Gazette*, in a case under the Workmen's Compensation Act, Lord Justice Stirling laid stress upon the object of the Act, and went on to say that it must be distinctly understood that the Act was intended for the benefit of the working man, and not for the benefit of the legal profession, although in connection with that Act much litigation was unhappily entailed. It ought to be understood that it must not be interpreted as a parental source of litigation,

The Lord Chancellor, Lord Justice Mathew, and Justices Barnes, Bigham, and Walton have accepted the invitation of the chairman and committee of the Liverpool Underwriters' Association to a banquet at the Adelphi Hotel, Liverpool, on Wednesday, the 8th of January, 1902, in celebration of the centenary of the association.

Wednesday, the 20th instant, being the grand day of Michaelmas term at Gray's-inn, the treasurer (Mr. Montague Lush) and the masters of the bench entertained at dinner the following guests: The Right Hon. the Earl of Coventry, Admiral the Hon. A. Lowry-Corry, the Right Hon. Lord Justice Vaughan Williams, the Hon. Mr. Justice Buckley, the Hon. Mr. Justice Darling, Sir Douglas Powell, Sir E. Maunde Thompson (Director of the British Museum), Sir John Edge, the Treasurer of the Honourable Society of the Middle Temple, the Rev. Dr. Gow (Head Master of Westminster), Principal Rücker, F.R.S., Mr. Luke Fildes, R.A. The benchers present in addition to the treasurer were: Lord Shand, Sir Arthur Collins, K.C., Mr. Hugh Shield, K.C., Mr. James Sheil, Mr. Paterson, Mr. Mulligan, K.C., Mr. Mattinson, K.C., Mr. Macaskie, K.C., Mr. Herbert Reed, K.C., Mr. Dicey, C.B., Mr. Terrell, K.C., Mr. Barnard, with the preacher (the Rev. Canon C. J. Thompson).

On Saturday in last week, says the *Times*, at the Newcastle-on-Tyne police-court, Andrew Robinson, a solicitor, formerly practising in Newcastle, was charged on a warrant with having, on the 22nd of July, 1889, feloniously uttered, knowing it to be forged, a deed purporting to be a transfer from Jane Robinson to Margaret Embleton Von Dommer of a mortgage upon a house, and to have been signed, sealed, and delivered by the said Jane Robinson. He was further charged that he, on the 24th of May, 1900, having been entrusted as solicitor by the Novocastrian Building Society with a deed of conveyance, being evidence of part of the title of the society to a certain real estate, for the purpose of preferring a transfer of a mortgage on the property from the First Newcastle Economic Building Society to the Novocastrian Building Society, did convert the same to his own use and benefit. Sergeant Koch said he received the prisoner into custody at Cape Town. Mr. J. M. L. Criddle, who appeared on behalf of the Public Prosecutor, asked for a remand till Thursday, and this was granted.

The Council of the Senate of the University of Cambridge report that the trustees of the will of the late Rebecca Flower Squire have offered to found and endow law scholarships in the university upon condition that the university agree to regulations drawn up by the trustees. The Council referred the offer to the Special Board for Law, and that body suggested certain alterations in the proposed regulations, some of which have been accepted by the trustees. The Special Board were of opinion that the usefulness of the scholarships would have been increased if all the changes suggested had been accepted, but they report that the proposed regulations give a scheme that will be workable and will be likely substantially to benefit meritorious students. The Council of the Senate agree with the report of the Special Board, and recommend that the offer of the trustees be gratefully accepted by the university. The regulations provide, among numerous other matters, that the endowment shall be administered and managed by the Special Board for Law. The scholarships shall be of such annual amounts as the board shall from time to time appoint, but of not less than £50 or more than £80 per annum each. The scholarships shall be tenable at any college or hall of the university for three years, but with power to the board to extend the tenure for a fourth or even a fifth year in cases where exceptional ability is shewn. Every scholarship shall be given as a reward of merit and subject to a preference in favour of founder's kin and of candidates born in the parish of St Mary, Newington.

The Chicago *Tribune*, says the *Albany Law Journal*, has been collecting some interesting statistics bearing upon the overcrowded condition of the legal profession in that city. It has ascertained that on the first day of last January there were enough lawyers in the windy city to fill four full regiments of the United States army, the exact figures being 4,403. It is estimated that during 1900 the average income of the attorneys of the city did not exceed 750 dols. But even placing it at the more liberal amount 1,000 dols., it is plain that at least 2,000 of the members of the legal profession in Chicago do not make as much as the income of a brick mason under the union scale. It is estimated that perhaps six or eight lawyers in Chicago average 40,000 dols. a year, while a large number touch the 30,000 dols. mark. A considerable number, who count themselves among the successful, make between 10,000 dols. and 20,000 dols. a year, while the attorney who can figure up 5,000 dols. a year is by no means to be despised. According to the *Tribune*, the conditions which prevail in Chicago are duplicated all over the country. In 1870 the total number of regularly enrolled law students in the United States was 1,653. In 1890 they numbered no less than 11,874. The difficulty of making a living, to say nothing about amassing a competency, under conditions such as we have described, is apparent at a glance; any bright young man can figure out for himself his chances. Yet, with all these facts before them, the ambitious young men of the country persist in crowding the law schools to a greater extent every year.

The Bank of England are authorized to receive applications for £1,500,000 New Zealand Government £3 per cent. Stock, repayable at par on the 1st of April, 1945. Issue price £94 per cent. The first dividend, being a full six months' interest, will be paid on the 1st of April, 1902. The list will be closed on or before the 27th of November.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Rota of Registrars in Attendance on

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Kekewich.	Mr. Justice Byrne.
Monday, Nov. 25	Mr. Pugh	Mr. Carrington	Mr. Farmer	Mr. Beal
Tuesday 26	Carrington	Pugh	Godfrey	R. Leach
Wednesday 27	Pemberton	Carrington	Farmer	Beal
Thursday 28	Jackson	Pugh	Godfrey	R. Leach
Friday 29	R. Leach	Carrington	Farmer	Beal
Saturday 30	Beal	Pugh	Godfrey	R. Leach

Date.	Mr. Justice Cozens-Hardy.	Mr. Justice Farwell.	Mr. Justice Buckley.	Mr. Justice Joyce.
Monday, Nov. 25	Mr. W. Leach	Mr. Jackson	Mr. King	Mr. Godfrey
Tuesday 26	Greswell	Pemberton	Church	Farmer
Wednesday 27	W. Leach	Jackson	King	Church
Thursday 28	Greswell	Pemberton	Church	King
Friday 29	W. Leach	Jackson	King	Greswell
Saturday 30	Greswell	Pemberton	Church	W. Leach

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

Nov. 26.—Messrs. Debenham, Tewson, Farmer, & Bridgewater, at the Mart, at 2:—Broadfield, Reigate, Surrey: A Freehold Residential and Building Property on the Redhill and Reigate road, about a mile from Reigate Town and Station and a mile and a quarter from Redhill Junction, covering an area of about 7a. 2r. 23p. Solicitor, H. J. V. Philpott, Esq., London.—Oatlands Park, Walton-on-Thames (between Walton and Weybridge, about three-quarters of a mile from the River Thames and Walton and Hersham Station, and about a mile and a quarter from Weybridge Station): Freehold Residential and Building Estate, The Castle, Oatlands Park, the total area being about 23 acres, with possession. Solicitors, Messrs. Wright, Onslow, & Beamish, Messrs. Gedsden & Treherne, and Messrs. Welman & Sons, all of London. (See advertisements, Nov. 2, p. 21.)

Nov 26.—Messrs. Tuckett & Son, at the Mart, at 2:—Westminster: Leasehold Premises, comprising Nos. 164 and 168, Vauxhall-bridge-road, and No. 101, Rochester-row; let at £310 per annum. Solicitors, Messrs. West, King, Adams, & Co., London.—Hayes, Middlesex: Freehold Ground-rent of £7, with early reversion to rack-rental of £200 per annum. Solicitors, Messrs. Knapp-Fisher & Sons, London. (See advertisements, Nov. 16, p. 8.)

Nov. 27.—Messrs. Venton, Bull, & Cooper, at the Mart, at 2: Freehold Ground-rent of £360 per annum, secured upon the building known as The Solferino, Rupert-street. Solicitors, Wright, Beckett, Wright, & Co., Liverpool. (See advertisement, Nov. 2, p. 22.)

Nov 27.—Messrs. Douglas Young & Co., at the Mart, at 2:—Hackney: Nos. 29 and 40, Dunlace-road; let at £28 and £30. Solicitors, Messrs. Merriman, Pike, & Merriman, London.—Bermondsey (Nos. 190, 192, 194, 196, Long-lane): Freehold Shops; let and producing £220 per annum. Solicitors, Messrs. Devonshire, Monkland, & Co., London.—Clapham-road: No. 57, Osborne-terrace; let at £42.—Solicitors, H. N. Greenside, Esq., London. (See advertisement, Nov. 2, p. 22.)

Nov 28.—Messrs. Nott, Cartwright, & Etches, at the Mart, at 2: in Lots, Freehold Ground-rents, amounting to £347 5s. per annum, secured upon 70 private houses in Queen's-road, George-road, and Albert road, New Malden, close to Wimbledon and Kingston; with reversion to the rack-rentals of about £1,600 per annum. Solicitors, Messrs. Farrar, Porter, & Co., London.—Notting Hill: 50, Cambridge-gardens, commodious Residence, containing 11 rooms, producing £99 per annum. Solicitors, Gilbert Davies, Esq., Hereford, and Messrs. Walmsley & Stansbury, London.—Belgravia: 144, Ebury-street, Eaton-square. Residence containing 10 rooms; let at £80 per annum. Solicitors, Messrs. Yeilding & Co., London.—South Belgravia: 9, Hugh-street, Dwelling-house, containing 8 rooms; rent £55 per annum. Solicitors, Messrs. Mullens & Bosanquet, London.—Southall: Freeholds. Solicitors, W. O Freeman, Esq., and W. T. Hall, Esq., London.—Mitcham: Dwelling-house; 10s. 6d. weekly. Solicitors, G. H. Hall, Esq., London.—Teddington: Freehold Residence, 13 rooms, large garden; rental value £85. Solicitors, Messrs. Walmsley & Stansbury, London.—Teddington: Two Freehold Villa Residences; let at £35 each.—Herne Bay: Plots of Freehold Building Land. Solicitor, R. King Stevens, Esq., London. (See advertisements, Nov. 16, p. 8.)

Nov. 28.—Messrs. Stimson & Sons, at the Mart, at 2: Leasehold Properties at Walworth, Bermondsey, Rotherhithe; producing £2,530 per annum. Solicitors, Messrs. T. P. Harker & Son, Brighton. (See advertisement, Nov. 2, p. 22.)

RESULTS OF SALES.

Reversions and Life Policies.

Messrs. H. E. Foster & Cranfield held their usual Fortnightly Sale (No. 703) of the above Interests at the Mart, E.C., on Thursday last, when they sold the following Lots at the prices named, the total of the sale being £12,700.

		£
REVERSIONS:		
Absolute to Freeholds (part fully licensed), Nos. 27 and 29, Newington Causeway, producing £175 per annum; life 67	Sold	1,850
Absolute to about £13,168; lives 56 and 75	"	5,950
Absolute to one-ninth of £13,148; life 69	"	860
Absolute to Moiety of Freeholds, Nos. 9 and 11, Eden-grove, Holloway (part fully licensed), producing £120 per annum	"	800
Absolute to £1,300; life 63	"	645
Absolute to one-fourth of £4,595; life 66	"	630
LIFE POLICIES:		
For £2,500 in Clergy Mutual; life 51	"	680
For £1,022 in Royal; life 64	"	775
For £1,000 in Atlas; life 61	"	510

Messrs. C. C. & T. Moore sold, at the Mart, on Thursday last, Seven Freehold Dwelling-houses in Sydney-road, Wanstead, for £1,530; the Leasehold Shop, 327, Commercial-road, £455; a Leasehold Shop in Vicarage-lane, Stratford, £385; and a Freehold in Fetter-lane, E.C., £1,400.

WINDING UP NOTICES.

London Gazette.—Friday, Nov. 15.

JOINT STOCK COMPANIES.

Limited in Chancery.

Associated Rhodesian Gold Estates, Limited—Petn for winding up, presented Nov 13, directed to be heard on Nov 27. Foss & Co, 5, Fenchurch st, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 26

E. L. L. Syndicate, Limited—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Nathaniel Bogle-French, 11, Queen Victoria st. Blackman, 194, Gresham House, Old Broad st, solor to liquidator

Heywood West Ward Liberal Club Co, Limited—Creditors are required, on or before Dec 23, to send their names and addresses, and the particulars of their debts or claims, to William Dearden, 33, High st, Heywood. Isherwood, Haywood, solor for liquidator

Investment and Trading Co, Limited (in Voluntary Liquidation)—Creditors are required, on or before Dec 16, to send their names and addresses, and the particulars of their debts or claims, to Robert Frederick Augustus Malabar, 13 and 14, Abchurch lane

Oil Fields of Galicia Contract Co, Limited—Creditors are required, on or before Jan 7, to send their names and addresses, and the particulars of their debts and claims, to Ernest Edward Collins, Winchester House, Old Broad st

South Shore Printers, Limited—Creditors are required, on or before Dec 15, to send their names and addresses, and the particulars of their debts or claims, to Fred Hargreaves, 26, Brown st, Manchester

SOUTH-WESTERN MOTOR CAR CO, LIMITED—Creditors are required, on or before Dec 12, to send their names and addresses, and the particulars of their debts or claims, to Walter Flaxman French, 314, High rd, Balham. Williams, 11, King William st, solor for liquidator

WINTER ENTERTAINMENTS CO, LIMITED—Creditors are required, on or before Nov 29, to send their names and addresses, and the particulars of their debts or claims, to William Henry Cochran, 5, Cook st, Liverpool

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

WOODWORK INDUSTRIES, LIMITED—Petn for winding up, presented Oct 29, directed to be heard at the Assize Courts, Strangeways, Manchester, on Monday, Nov 25, at 10 30. Hill, 98, Mosley st, Manchester, solor to petners. Notice of appearing must reach the above-named not later than 2 o'clock in the afternoon of Nov 23

London Gazette.—TUESDAY, Nov. 19.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

GOSPEL OAK BRICK CO, LIMITED—Creditors are required, on or before Dec 27, to send their names and addresses and the particulars of their debts or claims, to William Tomlinson, 109, Capel rd, Forest Gate, London. Godden & Co, Old Jewry, solors to liquidator

HEMEL HEMPSTEAD COFFEE TAVERN CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Dec 10, to send their names and addresses, and the particulars of their debts or claims to Ivon G. Mead, 66, Marlowes, Hemel Hempstead

INNES & CO, LIMITED—Petn for winding up, presented Nov 14, directed to be heard Nov 27. Burn & Berridge, 11, Old Broad st, agents for J. R. Farrar, Halifax, solor to petners Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 26

KEIGHLEY TRAMWAYS CO, LIMITED—Creditors are required, on or before Dec 26, to send their names and addresses, and the particulars of their debts or claims, to William Robertshaw, Keighley. Spencer & Co, Keighley, solors to liquidator

SOUTH LONDON CYCLE AND ENGINEERING CO, LIMITED—Petn for winding up, presented Oct 31, directed to be heard Nov 27. H. W. Henniker Rance, 17, Finsbury pavement, solor to the company Notice must reach the above-named not later than 6 o'clock in the afternoon of Nov 26

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Nov. 15.

RECEIVING ORDERS.

ABRAHAMS, SIMON, Higher Broughton, Salford, Cabinet Maker Salford Pet Nov 11 Ord Nov 11

BARCLAY, Sir DAVID E D, Windlesham, Surrey High Court Pet July 31 Ord Nov 12

BEER, GEORGE EDWARD, Appledore, Devon, Baker Barnstaple Pet Nov 13 Ord Nov 13

BLAKE, E BUCKLEY, Angel ct High Court Pet June 19 Ord Nov 12

CASS, JOE BARLOW, Prettywood Brow Heap, near Bury, Ironfounder Bolton Ord Nov 6

CROWTHER, JOSEPH SCARLETT, Morley, Yorks, Cloth Manufacturer Dewsbury Pet Oct 17 Ord Nov 9

DAVIES, DANIEL, Clydey, Pembroke Carmarthen Pet Nov 11 Ord Nov 11

DAVIES, DAVID, Llanddeusant, Carmarthen, Farmer Carmarthen Pet Oct 28 Ord Nov 11

GIDMAN, ARTHUR, Smallthorne, Staffs, Underhand Puddler Hanley Pet Nov 13 Ord Nov 13

GLEAVE, FREDERICK ROWLAND, Eccles, Lancs, Commercial Clerk Salford Pet Nov 13 Ord Nov 13

GREENHILL, WILLIAM, 6t Mary Cray, Kent, Grocer Croydon Pet Aug 14 Ord Oct 1

GRIFFITHS, REES, Merthyr Tydfil, Commission Agent Merthyr Tydfil Pet Nov 12 Ord Nov 12

HARROW, STEPHEN CANSICK, Highgate, Builder High Court Pet Nov 11 Ord Nov 11

HENDERSON, JAMES, Redcar, Yorks, Fruiterer Middlesborough Pet Nov 12 Ord Nov 12

HICKMAN & LEATHERDALE, Wanstead, Printers High Court Pet Oct 21 Ord Nov 8

HOLT, ALFRED, Manchester, Planeforte Dealer Manchester Pet Oct 28 Ord Nov 11

HOWELL, GREGORY HENRY, and ALBERT HOWELL, Fulham, Builders High Court Pet Nov 12 Ord Nov 12

HUGHES, PIERCE, Clayton, Labourer Ashton under Lyne Pet Nov 11 Ord Nov 11

HUGHES, SAMUEL JOHN, Cheadle, Staffs, Insurance Agent Burton on Trent Pet Nov 13 Ord Nov 13

HUNT, WILLIAM, Ashton under Lyne, Farmer Ashton under Lyne Pet Nov 11 Ord Nov 11

IDLE, FRANCIS, Oldham, Cabinet Maker Oldham Pet Nov 12 Ord Nov 12

JOHNSON, WILLIAM JOHN, Sittingbourne, Kent, Confectioner Rochester Pet Nov 13 Ord Nov 13

KEELING, MARTHA, Clacton on Sea, Tobacconist Colchester Pet Nov 11 Ord Nov 11

LOW, JAMES ADAMS, Enfield, Merchant High Court Pet Oct 25 Ord Nov 13

MCARDLE, HENRY, Boroughbridge, Yorks, Laundry Proprietor York Pet Nov 12 Ord Nov 12

MCCAFFERY, JAMES, Hampstead, Stuff Merchant High Court Pet Oct 18 Ord Nov 13

MALLETT, WILLIAM, Ipswich, Fruiterer Ipswich Pet Nov 11 Ord Nov 11

MASTERS, HARRY, Handsworth, Fruiterer Birmingham Pet Nov 12 Ord Nov 12

MAYNARD, BENJAMIN, Eastbourne, Builder Lewes Pet Nov 11 Ord Nov 11

NUTTALL, JOHN, Newchurch, Lancs, Joiner Rochdale Pet Nov 11 Ord Nov 11

PERRY, FRANCES MARY, Bristol, Music Seller Bristol Pet Nov 13 Ord Nov 13

RUSSELL, ARTHUR JOHN, Birmingham, Butcher Birmingham Pet Nov 12 Ord Nov 12

PRICE, EMRYS, Twynyrodyn, Merthyr Tydfil, Collier Merthyr Tydfil Pet Nov 11 Ord Nov 11

RICHARDSON, OCTAVIOUS, Bedford, Butcher Bedford Pet Nov 12 Ord Nov 12

SEAMAN, FREDERICK JOSEPH, Hucknall Torkard, Notts, Photographer Nottingham Pet Nov 11 Ord Nov 11

SHAVE, GEORGE JAMES, Chiswick, Electrical Engineer Brentford Pet Nov 11 Ord Nov 11

SILVERMAN, ISRAEL, Old Montague st, Whitechapel, Washing Baths Proprietor High Court Pet Nov 12 Ord Nov 12

SINCLAIR, PERCY, Stockton on Tees, Commission Agent Stockton on Tees Pet Nov 11 Ord Nov 11

STOREY, CHARLES, Ilkley, Notts, Farmer Lincoln Pet Nov 11 Ord Nov 11

TAYLOR, GEORGE, Bradford, Glass Merchant Bradford Pet Nov 11 Ord Nov 11

TAYLOR, ROBERT, Stockport, Provision Dealer Stockport Pet Nov 11 Ord Nov 11

THOMAS, ANN, Swansea, Hosier Swansea Pet Nov 11 Ord Nov 11

TURVEY, WILLIAM, and ALFRED CARLETON BLYTH, St Albans, Herts, Engineers St Albans Pet Oct 25 Ord Nov 8

UFF, WALTER, Silver crescent, Gunnersbury, Builder High Court Pet Nov 12 Ord Nov 12

WHEATCROFT, HOSEA, Shirebrook, Derby, Coal Miner Nottingham Pet Nov 9 Ord Nov 9

WISE, JOHN, Lifton, Devon, Farmer Plymouth Pet Nov 12 Ord Nov 12

WOLIS, ABRAHAM, Higher Broughton, Salford, Mantle Maker Salford Pet Nov 11 Ord Nov 11

YATES, WILLIAM, and THOMAS WOODS, Morecambe, Plumbers Preston Pet Nov 12 Ord Nov 12

FIRST MEETINGS.

BALLANTINE, WALTER, Margaret st, Cavendish sq Nov 26 at 2 30 Bankruptcy bldgs, Carey st

BARCLAY, Sir DAVID E D, Windlesham, Surrey Nov 26 at 12 Bankruptcy bldgs, Carey st

BLAKE, E BUCKLEY, City Athenæum Club, Angel ct Nov 28 at 2.30 Bankruptcy bldgs, Carey st

CASS, JOE BARLOW, Prettywood Brow Heap, nr Bury, Ironfounder Nov 25 at 3 19, Exchange st, Bolton

CLARK, HENRY GEORGE, Wraysbury, Bucks, Builder Nov 30 at 2 Townhall, Windsor

COCKBILL, WILLIAM, Walsall, Haulier Nov 26 at 10.30 Off Rec, Wolverhampton

CUDWORTH, CUTHBERT, Horbury, Yorks, Draper Nov 22 at 11 Off Rec, 6, Bond ter, Wakefield

DAVISON, GEORGE, Felling, nr Gateshead, House Furnisher Nov 22 at 11 30 Off Rec, 30, Mosley st, Newcastle on Tyne

GARDINER, NICHOLSON ROCHE, Walsall, Chief Constable Nov 26 at 11 Off Rec, Wolverhampton

GASKARTH JOHN, Crosthwaite, Cumberland, Farmer Nov 25 at 2 45 Court house, Cockermouth

GRÉTON, WILLY, Cranley pl, South Kensington, Artist Nov 27 at 2.30 Bankruptcy bldgs, Carey st

HARDY, JOHN KELL, West Hartlepool, Wine Merchant Nov 22 at 3.45 The Grand Hotel, West Hartlepool

HELM, WILLIAM JAMES, Padiham, Lancs, Cycle Dealer Nov 21 at 11.30 Off Rec, 14, Chapel st, Preston

HUGHES, PIERCE, Clayton, Labourer Nov 22 at 3 Off Rec, Byrom st, Manchester

JACKSON, FREDERICK JOHN, Bloxwich, Staffs, Grocer Nov 26 at 12 Off Rec, Wolverhampton

JENKINS, JOHN, Tylorstown, Glam, Painter Nov 22 at 3 135, High st, Merthyr Tydfil

KEELING, MARTHA, Clacton on Sea, Tobacconist Nov 22 at 11 Cups Hotel, Colchester

MCCULLOUGH, J, Newport, Cabinet Maker Nov 22 at 12 Off Rec, Westgate chmbrs, Newport, Mon

MAGGS, TOM, Cardiff, Builder Nov 25 at 11 117, St Mary st, Cardiff

MAYNARD, BENJAMIN, Eastbourne, Builder Nov 26 at 2 Coles & Sons, Seaside rd, Eastbourne

NORTON, RICHARD, Kingston on Hull, Cycle Agent Nov 21 at 11 Off Rec, Trinity House ln, Hull

PATTERSON, SAMUEL, Walsall, Egg Dealer Nov 26 at 11.30 Off Rec, Wolverhampton

POCOCK, JAMES RICHARD, Wantage, Berks, Baker Nov 23 at 12 1, St Aldate's, Oxford

PROOM, EDWARD, Walworth rd, Licensed Victualler Nov 28 at 12 Bankruptcy bldgs, Carey st

REEVES, JOHN ALFRED, Cardiff, Provision Merchant Nov 25 at 12 117, St Mary st, Cardiff

ROYLANCE, ALBERT, Manchester, Confectioner Nov 22 at 2.30 Off Rec, Byrom st, Manchester

SANDEMAN, HARRY, Throgmorton av Nov 27 at 12 Bankruptcy bldgs, Carey st

SHAVE, GEORGE JAMES, Chiswick, Electrical Engineer Nov 21 at 11 30 Off Rec, 95, Temple chmbrs, Temple av

SHORT, JOSEPH JOHN ROLLS, Crosby sq, Merchant Nov 27 at 11 Bankruptcy bldgs, Carey st

SIMS, WILLIAM THOMAS, Oxford, Licensed Victualler Nov 23 at 12 1, St. Aldate's, Oxford

TAYLOR, GEORGE, Bradford, Glass Merchant Nov 23 at 11 Off Rec, 31, Manor row, Bradford

TUCKER, JOHN, St. Columb, Cornwall, Currier Nov 23 at 12 Off Rec, Boscawen st, Truro

WALLER, BERTIE GUY WALLER, Conduit st, Theatrical Manager Nov 25 at 11 Bankruptcy bldgs, Carey st

WEBB, HENRY, Nottingham, Baker Nov 22 at 12 Off Rec, 4, Castle pl, Park st, Nottingham

WICKES, HENRY FLOYER, St Lawrence, nr Ramsgate Nov 23 at 11 Off Rec, 68, Castle st, Canterbury

WOOD, GEORGE, JOHN WILLIAM WOOD, and FRANCIS JOSEPH WOOD, Hapton, nr Burnley, Colliery Proprietors Nov 22 at 11 Off Rec, 14, Chapel st, Preston

ADJUDICATIONS.

ABBOTT, THEODORE JOHN, Thornton Heath Croydon Ord Nov 8

ABRAHAMS, SIMON, Higher Broughton, Salford, Cabinet Maker Salford Pet Nov 11 Ord Nov 11

BEER, GEORGE EDWARD, Appledore, Devon, Baker Barnstaple Pet Nov 13 Ord Nov 13

BROOKS, FREDERICK, Wimbledon, Auctioneer's Clerk High Court Pet Sept 30 Ord Nov 11

CABLE, CHARLES, Gt Yarmouth, Boarding house Keeper Gt Yarmouth Pet Oct 30 Ord Nov 11

CROWDEN, CHARLES GEORGE, Westbourne Bridge Wharf, Paddington, Builder High Court Pet Aug 6 Ord Nov 12

DAVENPORT, HERBERT SPENCER, Laurence Pountney [illegible] High Court Pet Oct 16 Ord Nov 12

DAVIES, DANIEL, Clydey, Pembroke Carmarthen [illegible] Nov 11 Ord Nov 11

GARDINER, NICHOLSON ROCHE, Walsall, Chief Constable Walsall Pet Oct 5 Ord Nov 12

GARSIDE, JAMES ARTHUR, West Vale, nr Halifax, Joiner Halifax Pet Oct 30 Ord Nov 13

GIDMAN, ARTHUR, Smallthorne, Staffs, Underhand Puddler Hanley Pet Nov 13 Ord Nov 13

GLEAVE, FREDERICK ROWLAND, Eccles, Lancs, Commercial Clerk Salford Pet Nov 13 Ord Nov 13

GRIFFITHS, REES, Merthyr Tydfil, Commission Agent Merthyr Tydfil Pet Nov 12 Ord Nov 12

HARROW, STEPHEN CANSICK, Highgate, Builder High Court Pet Nov 11 Ord Nov 11

HECKFORD, CLARENCE ROBERT, Wolverhampton, Manufacturer Wolverhampton Pet Oct 1 Ord Nov 13

HELM, WILLIAM JAMES, Padiham, Lancs, Cycle Dealer Burnley Pet Nov 2 Ord Nov 11

HENDERSON, JAMES, Redcar, Yorks, Fruiterer Middlesbrough Pet Nov 12 Ord Nov 12

HINCE, HANNAH, Queen Margaret's grove, Mildmay Park Builder High Court Pet Nov 1 Ord Nov 12

HOWELL, GREGORY HENRY, and ALBERT HOWELL, Fulham, Builders High Court Pet Nov 12 Ord Nov 12

HUGHES, PIERCE, Clayton, Labourer Ashton under Lyne Pet Nov 11 Ord Nov 11

HUGHES, SAMUEL JOHN, Cheadle, Staffs, Insurance Agent Burton on Trent Pet Nov 13 Ord Nov 13

HUNT, WILLIAM, Ashton under Lyne, Lancs, Farmer Ashton under Lyne Pet Nov 11 Ord Nov 11

IDLE, FRANCIS, Oldham, Cabinet Maker Oldham Nov 12 Ord Nov 12

JOHNSON, WILLIAM JOHN, Sittingbourne, Kent, Confectioner Rochester Pet Nov 13 Ord Nov 13

KEELING, MARTHA, Clacton on Sea, Tobacconist Colchester Pet Nov 11 Ord Nov 11

LAING, HARRY GEORGE NEEDHAM, Bognor High Court Pet Sept 30 Ord Nov 12

MCARDLE, HENRY, Boroughbridge, Yorks, Laundry Proprietor York Pet Nov 12 Ord Nov 12

MAGGS, TOM, Cardiff, Builder Cardiff Pet Oct 21 Ord Nov 11

MALLETT, WILLIAM, Ipswich, Seedsman Ipswich Pet Nov 11 Ord Nov 11

MITCHELL, THOMAS WILLIAM, Malton, Yorks, Solicitor Scarborough Pet Sept 19 Ord Nov 13

MURTON, ROBERT, Carlton Colville, Suffolk, Farmer Yarmouth Pet Oct 19 Ord Nov 13

NATHAN, ALFRED, Cranbourne mans, Leicester sq, Commission Agent High Court Pet Aug 15 Ord Nov 11

NUTTALL, JOHN, Newchurch, Lancs, Joiner Rochdale Pet Nov 11 Ord Nov 11

OATES, ARTHUR JOB, Walsall, Bolt Manufacturer Walsall Pet Oct 10 Ord Nov 13

PERRY, FRANCES MARY, Bristol, Music Seller Bristol Nov 13 Ord Nov 13

POCOCK, JAMES RICHARD, Wantage, Berks, Baker Oxford Pet Oct 14 Ord Nov 12

PRICE, EMRYS, Twynyrodyn, Merthyr Tydfil, Collier Merthyr Tydfil Pet Nov 11 Ord Nov 11

RICHARDSON, OCTAVIOUS, Bedford, Butcher Bedford Nov 12 Ord Nov 12

SEAMAN, FREDERICK JOSEPH, Hucknall Torkard, Notts, Photographer Nottingham Pet Nov 11 Ord Nov 11

SHAVE, GEORGE JAMES, Chiswick, Electrical Engineer Brentford Pet Nov 11 Ord Nov 11

SILVERMAN, ISRAEL, Old Montague st, Whitechapel, Washing Baths' Proprietor High Court Pet Nov 12 Ord Nov 12

SINCLAIR, PERCY, Stockton on Tees, Commission Agent Stockton on Tees Pet Nov 11 Ord Nov 11

STOREY, CHARLES, Ilkley, Notts, Farmer Lincoln Nov 11 Ord Nov 11

STROUD, H S, Victoria st High Court Pet Sept 4 Ord Nov 11

TAYLOR, GEORGE, Bradford, Glass Merchant Bradford Pet Nov 11 Ord Nov 11

TAYLOR, ROBERT, Stockport, Provision Dealer Stockport Pet Nov 11 Ord Nov 11

THOMAS, ANN, Swansea, Wool Merchant Swansea Nov 11 Ord Nov 11

THOMSON, JAMES, Waltham Cross, Herts, Saddler Wolverhampton Pet Oct 21 Ord Nov 11

UFF, WALTER, Silver cres, Gunnersbury, Builder High Court Pet Nov 12 Ord Nov 12

WHEATCROFT, HOSEA, Shirebrook, Derby, Coal Miner Nottingham Pet Nov 9 Ord Nov 9

WISE, JOHN, Lifton, Devon, Farmer Plymouth Pet Nov 12 Ord Nov 12

WOLIS, ABRAHAM, Higher Broughton, Salford, Mantle Maker Salford Pet Nov 11 Ord Nov 11

YATES, WILLIAM, and THOMAS WOODS, Morecambe, Glazier Preston Pet Nov 12 Ord Nov 12

Amended notice substituted for that published in the London Gazette of Oct 22:

JOHNSON, WILLIAM HENRY, Moss Side, nr Manchester, Labourer Manchester Pet Oct 17 Ord Oct 17

ADJUDICATION ANNULLED.

BRAMLEY, HENRY, Leicester, Coal Merchant Leicester Adjud April 11, 1900 Annul Nov 12 1901

London Gazette.—TUESDAY, Nov. 19.

RECEIVING ORDERS.

ADAMS, PERCY ALFRED, and MARTIN MAURICE FRANK, Eastcheap, Provision Importers High Court Pet Nov 14 Ord Nov 14

ADAMS, THOMAS, Tipton, Grocer Dudley Pet Nov 13 Ord Nov 13

BACON, JOHN WILLIAM, Kingston upon Hull, Grocer Kingston upon Hull Pet Nov 15 Ord Nov 15

BICKFORD, WILLIAM GEORGE TOMLIN, Wear Gifford, Devon Barnstaple Pet Nov 15 Ord Nov 15

BREAR, WILLIAM, Bradford Bradford Pet Nov 14 Ord Nov 14

BROOKS, JOHN WILLIAM DANIEL, Kibworth Beauchamp, Leicester, Teacher of Singing Leicester Pet Nov 15 Ord Nov 15

BUCK, H E, Headcorn, Kent Maidstone Pet Oct 30 Ord Nov 13

BURGESS, ROBERT WILLIAM, Walsall, Metal Goods Manufacturer Walsall Pet Oct 29 Ord Nov 13

CAMERON, JOHN, Appleton Wiske, Yorks, Schoolmaster Northallerston Pet Nov 14 Ord Nov 14

CARTER, SAMUEL CHARLES, Exmouth, Licensed Hawker Exeter Pet Nov 15 Ord Nov 15

CHAPMAN, CHARLES HENRY, Leeds, Builder Leeds Pet Nov 15 Ord Nov 15

CHASE, E E, Lakenheath, Suffolk, Licensed Victualler Hastings Pet Oct 19 Ord Nov 14

CHEADLE, JAMES WILLIAM, Newport, Salop, Licensed Victualler Stafford Pet Nov 14 Ord Nov 14

CLEMENTS, JOSEPH, Evesham, Worcester, Labourer Worcester Pet Nov 15 Ord Nov 15

DOUTHWAITE, SAMUEL, Bradford, Grocer Bradford Pet Nov 14 Ord Nov 14

EDMONDSON, WILLIAM MARTIN, Bingley, Yorks, Builder Bradford Pet Nov 14 Ord Nov 14

EGTS, HEINRICH EDWARD, Cleethorpes, Fish Merchant Gt Grimsby Pet Nov 14 Ord Nov 14

EVANS, JOHN BENJAMIN, Pendarren, Merthyr Tydfil, Upholsterer Merthyr Tydfil Pet Nov 15 Ord Nov 15

GALEB, EDWARD JAMES, Newcastle on Tyne, Fruit Salesman Newcastle on Tyne Pet Nov 14 Ord Nov 14

GEE, JOHN, THOMAS, Walsall, China Dealer Walsall Pet Nov 13 Ord Nov 13

GEESD, THOMAS MATTHEW, Walsall, Baker Walsall Pet Nov 14 Ord Nov 14

GURNEY, ALBERT VICTOR, Norwich, Cycle Maker Norwich Pet Nov 15 Ord Nov 15

HADWEN, J E, Leyton, Essex, Commission Agent High Court Pet Oct 10 Ord Nov 15

HARDINGHAM, CHARLES STEPHEN, Worthing, Wine Merchant's Traveller Brighton Pet Nov 15 Ord Nov 15

HAWKINS, WILLIAM WEBBER, Dover Canterbury Pet Nov 14 Ord Nov 14

HEDGES, ELIJAH THOMAS, South Norwood, Builder Croydon Ord Nov 12

HENDRICKS, HERMAN, Broad st av, Merchant High Court Pet Sept 30 Ord Nov 15

HUGHES, ERNEST WALTER, Paradise st, Marylebone, Beer Retailer High Court Pet Sept 20 Ord Nov 14

HYMERS, EMERSON, Alston, Cumberland, Farmer Carlisle Pet Oct 31 Ord Nov 14

KETTLETON, WILLIAM, Tiverton, Devon, Fancy Draper Exeter Pet Nov 13 Ord Nov 13

KRAMER, S, Mossford st, Burdett rd, Draper High Court Pet Oct 22 Ord Nov 13

LADNER, WILLIAM CHARLES, Torquay, Fruiterer Exeter Pet Nov 14 Ord Nov 14

LAST, FREDERICK D, Highbury pl, Baker High Court Pet Nov 16 Ord Nov 16

LESTER, WALTER JOHN, Harrogate, Hosier York Pet Nov 15 Ord Nov 15

MCLEOD, MARY ANN, Pontypridd, Fancy Draper Pontypridd Pet Nov 15 Ord Nov 15

MARKS, JOHN, Brighton, Shopfitter Brighton Pet Nov 14 Ord Nov 14

MOLENKAMP, JOHN, Villiers st, Strand, Hotel Manager High Court Pet May 14 Ord Aug 30

OLPIN, HENRY, Bristol, Cabinet Maker Bristol Pet Nov 15 Ord Nov 15

PHILP, WILLIAM THOMAS, Bootle, Lancs, Joiner Liverpool Pet Nov 15 Ord Nov 15

PITMAN, ALBERT, Dowlais, Glam, Painter Merthyr Tydfil Pet Nov 15 Ord Nov 15

PRIDDY, SAMUEL, jun, Felixstowe Ipswich Pet Nov 15 Ord Nov 15

RAND, MARY, Hartlepool Leeds Pet Oct 15 Ord Nov 14

RAWLINGS, JOHN, Stanley, Chippenham, Wilts, Farmer Bath Pet Nov 15 Ord Nov 15

RAYMENT, FREDERICK CHARLES, Garrett lane, Earlsfield, Grocer Wandsworth Pet Nov 15 Ord Nov 15

RICKETTS, ALFRED JOHN, Clapham Park rd, Carriage Builder Wandsworth Pet Nov 14 Ord Nov 14

ROBERTS, WILLIAM, and JANE RICHARDS OWEN, Manchester, Merchants Manchester Pet Nov 1 Ord Nov 15

ROTHMAN, MARK, Hammersmith, Tobacconist High Court Pet Oct 26 Ord Nov 14

SIMPSON, FREDERICK, Birmingham, General Dealer Birmingham Pet Nov 15 Ord Nov 15

SMURDT, SLATER, & Co, Guildhall chmbrs, Basinghall st High Court Pet Sept 25 Ord Nov 14

SMITH, EDWARD PERCIVAL, Beccles, Veterinary Surgeon Gt Yarmouth Pet Nov 16 Ord Nov 16

SMITH, NATHAN, Northampton, Horse Dealer Northampton Pet Nov 15 Ord Nov 15

SPENCER, ELIZABETH, Abergavenny, Mon, Tailor Tredegar Pet Nov 4 Ord Nov 16

STANLEY, JOHN HAROLD, Belgrave, Leicester, Builder Leicester Pet Nov 13 Ord Nov 13

STOREY, GEORGE, Southend-on-Sea, Hotel Waiter Chelmsford Pet Nov 14 Ord Nov 14

TRIMBLE, JAMES, Croydon, Recruiting Agent Croydon Pet Nov 13 Ord Nov 13

TUCKER, CHARLOTTE, Beckenham, Farmer Croydon Pet Oct 28 Ord Nov 12

WILLIAMS, ALFRED JOHN, Lower Broughton, Salford, Builder Salford Pet Nov 14 Ord Nov 14

WILLIAMS, ISAAC, Llanbradach, Glam, Collier Pontypridd Pet Nov 16 Ord Nov 16

WILLIAMS, JOHN WILLIAM, Blaenau Festiniog, General Draper Portmadoc Pet Nov 15 Ord Nov 15

WINGROVE, RICHARD PAUL, St Helen's pl, Financial Agent High Court Pet Oct 28 Ord Nov 14

WRIGHT, EDWIN, and WILLIAM VINEY NORTHCROFT, Goldhawk rd, Shepherd's Bush, Builders High Court Pet Oct 30 Ord Nov 14

Amended notice substituted for that published in the London Gazette of Oct 29:

MEARS, HENRY, and THOMAS ODELL, Tinsley, Sussex, Farmers Croydon Pet Oct 22 Ord Oct 22

Amended notice substituted for that published in the London Gazette of Nov 8:

BENNETT, FREDERICK WILLIAM JOHN, Dudley, Fruiterer Dudley Pet Oct 31 Ord Oct 31

Amended notice substituted for that published in the London Gazette of Nov 15:

GREENHILL, JOHN WILLIAM SAMUEL, St Mary Cray, Kent, Grocer Croydon Pet Aug 14 Ord Oct 1

FIRST MEETINGS.

ABRAHAMS, SIMON, Higher Broughton, Salford, Cabinet Maker Nov 29 at 2.30 Off Rec, Byrom st, Manchester

ADAMS, PERCY ALFRED, and MAURICE MARTIN FRANK Eastcheap, Provision Importers Nov 29 at 12 Bankruptcy bldgs, Carey st

BREAR, WILLIAM, Bradford Nov 26 at 11 Off Rec, 31, Manor rd, Bradford

BROOKS, JOHN WILLIAM DANIEL, Kibworth Beauchamp Leicester, Teacher of Singing Nov 27 at 3 Off Rec, 1, Berridge st, Leicester

BUCK, H E, Headcorn, Kent Nov 27 at at 11.30 Off Rec, 9, King st, Maidstone

CARTER, SAMUEL CHARLES, Exmouth, Devon, Licensed Hawker Nov 28 at 10.30 Off Rec, 13, Bedford cir, Exeter

CHAPMAN, CHARLES HENRY, Leeds, Builder Nov 27 at 11 Off Rec, 22 Park row, Leeds

CLARKE, ARTHUR EDWARD, Stafford, Surgeon Nov 29 at 10.45 Messrs. Wright & Westhead, 1, Martin st, Stafford

CLEMENTS, JOSEPH, Evesham, Worcester, Labourer Nov 27 at 10.45 45, Copenhagen st, Worcester

CROWTHER, JOSEPH SCARLETT, Morley, Yorks, Cloth Manufacturer Nov 28 at 3 30 Off Rec, Bank chmbrs, Batley

DAVIES, DANIEL, Clyder, Pembroke, formerly Timber Merchant Dec 4 at 2.30 Off Rec, 4, Queen st, Carmarthen

DAVIES, DAVID, Llanddeusant, Carmarthen, Farmer Dec 4 at 3 Off Rec, 4, Queen st, Carmarthen

DOUTHWAITE, SAMUEL, Bradford, Grocer Nov 27 at 11 Off Rec, 31, Manor row, Bradford

DOWRICK, WILLIAM HENRY, Bodmin, General Merchant Nov 28 at 2 Duke of Cornwall Hotel, Plymouth

EDMONDSON, WILLIAM MARTIN, Bingley, Yorks, Builder Nov 28 at 11 Off Rec, 31, Manor row, Bradford

GALEB, EDWARD JAMES, Newcastle on Tyne, Fruit Salesman Nov 26 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne

GIBBS, WILLIAM HENRY, West Kensington ter, West Kensington, Builder Nov 27 at 11 Bankruptcy bldgs, Carey st

GREENHILL, JOHN WILLIAM SAMUEL, St Mary Cray, Kent, Grocer Nov 26 at 12.30 24, Railway app, London Bridge

HARE, FREDERICK CHARLES, Bournemouth, Saddler Nov 27 at 1 Off Rec, City chmbrs, Salisbury

HARROW, STEPHEN CANBICK, Archway rd, Highgate, Builder Dec 3 at 12 Bankruptcy bldgs, Carey st

HARTLEY, ROBERT, Liverpool, Auctioneer Dec 2 at Off Rec, 35, Victoria st, Liverpool

HICKMAN and LEATHERDALE, Wanstead, Essex, Printers Dec 2 at 12 Bankruptcy bldgs, Carey st

HOWELL, GREGORY HENRY, and ALBERT HOWELL, Fulham, Builders Dec 2 at 2 30 Bankruptcy bldgs, Carey st

HUGHES, ERNEST WALTER, Marylebone, Beer Retailer Dec 4 at 2 30 Bankruptcy bldgs, Carey st

HUNT, WILLIAM, Ashton under Lyne, Lancs, Farmer Nov 27 at 2.30 Off Rec, Byrom st, Manchester

HUTCHISON, ALFRED HENRY, Twickenham, Greengrocer Nov 28 at 12 Off Rec, 95, Temple chmbrs, Temple av

HUXTABLE, JOHN, Swansea, Mason Nov 27 at 2.40 Off Rec, 31, Alexandra rd, Swansea

JOHNSON, WILLIAM JOHN, Sittingbourne, Kent, Confectioner Dec 2 at 11.30 115, High st, Rochester

KETTLETON, WILLIAM, Tiverton, Devon, Fancy Draper Nov 28 at 10 30 Off Rec, 13, Bedford circus, Exeter

KINANE, MICHAEL, Swansea, Grocer Nov 27 at 2.15 Off Rec, 31, Alexandra rd, Swansea

KRAMER, S, Mossford st, Burdett rd, Draper Dec 4 at 12 Bankruptcy bldgs, Carey st

LADNER, WILLIAM CHARLES, Torquay, Fruiterer Nov 28 at 10.30 Off Rec, 13, Bedford circus, Exeter

LESTER, WALTER JOHN, Harrogate, Hatter Nov 28 at 2.30 Off Rec, 28, Stonegate, York

LOW, JAMES ADAMS, Bush Hill park, Enfield, Merchant Nov 29 at Bankruptcy bldgs, Carey st

McARDLE, HENRY, Boroughbridge, Yorks, Laundry Proprietor Nov 28 at 10.30 Off Rec, 28, Stonegate, York

McCAFFERY, JAMES, Hampstead, Stuff Merchant Dec 3 at 2.30 Bankruptcy bldgs, Carey st

MALLETT, WILLIAM, Ipswich, Seedsman Dec 13 at 2 Off Rec, 36, Princes st, Ipswich

MITCHELL, LLEWELLYN ALPHONSO, Pulham, Dorset, Farmer Nov 27 at 12.45 Off Rec, City chmbs, Salisbury

OXPIN, HENRY, Bristol, Cabinet Maker Nov 27 at 11.45 Off Rec, 26, Baldwin st, Bristol

PEARCY, MATILDA ASENATH, Bournemouth, Lodging House Proprietress Nov 27 at 12.30 Off Rec, City chmbrs, Salisbury

PERRY, FRANCES MARY, Bristol, Music Seller Nov 29 at 2.30 Bankruptcy bldgs, Carey st

PHILLIPS, JOSEPH, St Ive, Cornwall, Farmer Nov 26 at 11 6, Athenæum ter, Plymouth

PRICE, EMRYS, Merthyr Tydfil, Collier Nov 26 at 3 135, High st, Merthyr Tydfil

RAWLINGS, JOHN, Chippenham, Wilts, Farmer Nov 27 at 11.30 Off Rec, 26, Baldwin st, Bristol

RICHARDSON, OCTAVIOUS, Bedford, Butcher Nov 26 at 3.30 J B Hallilley, Solicitor, Mill st, Bedford

SAUNDERS, ELIJAH, Wisbech St Peter, Cambridge, Tent Manufacturer Nov 26 at 1 Off Rec, 8, King st, Norwich

SILVERMAN, ISRAEL, Old Montague st, Whitechapel, Washing Baths Proprietor Nov 29 at 1 Bankruptcy buildings, Carey st

SMITH, WILLIAM JAMES, Handsworth, Grocer Nov 27 at 11 174, Corporation st, Birmingham

SMITH, WILLIAM LUCIUS, King's Lynn, Butcher Nov 26 at 1.30 Off Rec, 8, King st, Norwich

STANLEY, ARTHUR, Victoria st, Westminster, Music Dealer Nov 29 at 11 Bankruptcy bldgs, Carey st

TALBOT, JAMES GEORGE GOODSON, Totnes, Devon, General Draper Nov 27 at 12 Rougemont Hotel, Exeter

TAYLOR, ROBERT, Stockport, Cheshire, Provision Dealer Nov 26 at 12.30 Off Rec, County chmbrs, Market pl, Stockport

VOIL, THOMAS, Leicester, Yarn Agent Nov 27 at 12 Off Rec, 1, Berridge st, Leicester

UPY, WALTER, Silver cres, Gunnersbury, Builder Dec 2 at 11 Bankruptcy bldgs, Carey st

WHEATCROFT, HOSEA, Shirebrook, Derby, Coal Miner Nov 26 at 12 Off Rec, 4, Castle pl, Park st, Nottingham

WICKINS, SAMUEL, Telegraph st, Company Promoter Nov 28 at 11 Bankruptcy bldgs, Carey st

WILLIAMS, ALFRED JOHN, Lower Broughton, Salford, Builder Nov 27 at 3 Off Rec, Byrom st, Manchester

WILLS, WILLIAM, Hinckley, Leicester, Furniture Dealer Nov 26 at 12.30 Off Rec, 1, Berridge st, Leicester

WOLIS, ABRAHAM, Higher Broughton, Salford, Mantle Maker Nov 27 at 3.30 Off Rec, Byrom st, Manchester

ADJUDICATIONS.

ADAMS, THOMAS, Tipton, Staffs, Grocer Dudley Pet Nov 13 Ord Nov 13

BACON, JOHN WILLIAM, Kingston upon Hull, Grocer Kingston upon Hull Pet Nov 15 Ord Nov 15

BICKFORD, WILLIAM GEORGE TOMLIN, Wear Gifford, Devon Barnstaple Pet Nov 15 Ord Nov 15

BOYLES, GEORGE, High Wycombe, Builder Aylesbury Pet Oct 25 Ord Nov 14

BREAR, WILLIAM, Bradford Bradford Pet Nov 14 Ord Nov 14

CAMERON, JOHN, Appleton Wiske, Yorks, Schoolmaster Northallerton Pet Nov 14 Ord Nov 14

CARTER, SAMUEL CHARLES, Exmouth, Licensed Hawker Exeter Pet Nov 15 Ord Nov 15

CHAPMAN, CHARLES HENRY, Leeds, Builder Leeds Pet 15 Ord Nov 15

CLEMENTS, JOSEPH, Evesham, Worcester, Labourer Worcester Pet Nov 15 Ord Nov 15

COLLINGWOOD, THOMAS CRISP, Aldersgate st, Licensed Victualler High Court Pet Nov 8 Ord Nov 14

DAVIES, DAVID, Llanddeusant, Carmarthen, Farmer Carmarthen Pet Oct 28 Ord Nov 14

DEVEY, JOSEPH, Birmingham, Building Contractor Birmingham Pet Oct 31 Ord Nov 15

DOUTHWAITE, SAMUEL, Bradford, Grocer Bradford Pet Nov 14 Ord Nov 14

DRAPER, DAVID GARROD, Mildenhall, Suffolk, Grocer Bury st Edmunds Pet Oct 16 Ord Nov 15

EDMONDSON, WILLIAM MARTIN, Bingley, York, Builder Bradford Pet Nov 14 Ord Nov 14

EDWARDS, JOHN DANIEL, Llandudno, Grocer Bangor Pet Nov 4 Ord Nov 14

EGTS, HEINRICH EDWARD, Glesthorpes, Fish Merchant Gt Grimsby Pet Nov 14 Ord Nov 14

EVANS, JOHN BENJAMIN, Merthyr Tydfil, Upholsterer Merthyr Tydfil Pet Nov 15 Ord Nov 15

GEE, JOHN THOMAS, Walsall, China Dealer Walsall Pet Nov 13 Ord Nov 13

GILBERT, HUBERT HUMPHREY, Redcliffe st, Redcliffe sq, Farmer Norwich Pet Oct 28 Ord Nov 16

GREED, THOMAS MATTHEW, Walsall, Baker Walsall Pet Nov 14 Ord Nov 14

GURNEY, ALBERT VICTOR, Norwich, Cycle Maker Norwich Pet Nov 15 Ord Nov 15

HARDINGHAM, CHARLES STEPHEN, Worthing, Wine Merchant's Traveller Brighton Pet Nov 15 Ord Nov 15

HARVEY, CHARLES HANNEN, Brighton, Grocer High Court Pet Nov 1 Ord Nov 15

HAWKINS, WILLIAM WEBBER, Dover Canterbury Pet Nov 14 Ord Nov 14

HINDS, ALLEN, Bunbury, Cheshire, Painter Crewe Pet Oct 10 Ord Nov 9

HOLT, ALFRED, Manchester, Pianoforte Dealer Manchester Pet Oct 28 Ord Nov 15

HUTCHINSON, ALFRED HENRY, Twickenham, Greengrocer Brentford Pet Oct 16 Ord Nov 14

KETTLETON, WILLIAM, Tiverton, Devon, Fancy Draper Exeter Pet Nov 13 Ord Nov 13

KNAGG, ALFRED, Barrow in Furness, Job Lot Buyer Barrow in Furness Pet July 5 Ord July 23

LADNER, WILLIAM CHARLES, Torquay, Fruiterer Exeter Pet Nov 14 Ord Nov 14

LAST, FREDERICK D, Highbury pl, Baker High Court Pet Nov 16 Ord Nov 16

LESTER, WALTER JOHN, Harrogate, Hatter York Pet Nov 15 Ord Nov 15

LUCAS, C R, Tooting High Court Pet May 25 Ord Nov 13

MCLEOD, MARY ANN, Pontypridd, Milliner Pontypridd Pet Nov 15 Ord Nov 15

MARKS, JOHN, Brighton, Shop Fitter Brighton Pet Nov 14 Ord Nov 14

MAYNARD, BENJAMIN, Eastbourne, Builder Lewes Pet Nov 11 Ord Nov 14

PHILP, WILLIAM THOMAS, Bootle, Lancs, Foreman Joiner Liverpool Pet Nov 15 Ord Nov 15

PITMAN, ALBERT, Dowlais, Glam, Painter Merthyr Tydfil Pet Nov 15 Ord Nov 15

POULTER, WILLIAM, Highworth rd, Bowes Park, Builder High Court Pet Oct 18 Ord Nov 14

PRIDDY, SAMUEL, jun, Felixstowe Ipswich Pet Nov 15 Ord Nov 15

PROOM, EDWARD, Walworth rd, Licensed Victualler High Court Pet Oct 8 Ord Nov 15

RAWLINGS, JOHN, Chippenham, Wilts, Farmer Bath Pet Nov 15 Ord Nov 15

RAYMENT, FREDERICK CHARLES, Earlsfield, Grocer Wandsworth Pet Nov 15 Ord Nov 15

RICKETTS, ALFRED JOHN, Alphonsus rd, Clapham Park rd, Carriage Builder Wandsworth Pet Nov 14 Ord Nov 14

SMITH, NATHAN, Northampton, Horse Dealer Northampton Ord Nov 15 Ord Nov 15

STOREY, GEORGE, Southend on Sea, Waiter Chelmsford Pet Nov 14 Ord Nov 14

TURNBULL, ADAM, Altrincham, Cheshire, Builder Manchester Pet Feb 28 Ord Nov 14

WILLIAMS, ISAAC, Llanbradach, Glam, Collier Pontypridd Pet Nov 18 Ord Nov 16

WILLIAMS, JOHN WILLIAM, Glaenau Festiniog, Merioneth, General Draper Portmadoc Pet Nov 15 Ord Nov 15